

EXHIBIT 10
(PART 1 OF 3)

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MASSACHUSETTS

3
4 CONNECTU LLC,
5 Plaintiff,

6 v. C.A. No. 04-1923(DPW)

7 MARK ZUCKERBERG, EDUARDO SAVERIN,
8 DUSTIN MOSKOVITZ, ANDREW McCOLLUM,
9 CHRISTOPHER HUGHES and THE FACEBOOK,
10 INC.,

11 Defendants.

12
13 VOLUME I
14 VIDEOTAPED DEPOSITION OF CONNECTU LLC
15 BY CAMERON H. WINKLEVOSS
16 Boston, Massachusetts
17 Tuesday, August 9, 2005
18 9:44 a.m. to 6:27 p.m.

19 Reported by:
20 Jessica L. Williamson, RMR, RPR, CRR
21 Notary Public, CSR No. 138795
22 JOB NO. 36599
23
24
25

1 A P P E A R A N C E S, Continued

2
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22 ALSO PRESENT:

23
24 George Dobrentey, Videographer
25

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1 VIDEOTAPED DEPOSITION OF CONNECTU LLC
2 by CAMERON H. WINKLEVOSS, a witness called
3 on behalf of the Defendant Mark Zuckerberg,
4 Dustin Moskowitz, Andrew McCollum,
5 Christopher Hughes and The Facebook, Inc.,
6 pursuant to Rule 30(b)(6) of the Federal
7 Rules of Civil Procedure, before Jessica L.
8 Williamson, Registered Merit Reporter,
9 Certified Realtime Reporter and Notary
10 Public in and for the Commonwealth of
11 Massachusetts, at the Offices of Proskauer
12 Rose, LLP, One International Place, Boston,
13 Massachusetts, on Tuesday, August 9, 2005,
14 commencing at 9:44 a.m.
15
16 A P P E A R A N C E S
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11 Counterdefendant ConnectU
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Note: Original Exhibits 1 - 15 were retained by the court reporter and forwarded to Samoff Court Reporting for distribution.

09:44:59 1 MR. HORNICK: John Hornick and Troy
09:45:01 2 Grabow for the plaintiff, ConnectU.

CAMERON H. WINKLEVOSS,
a witness called on behalf of the Defendants
Mark Zuckerberg, Dustin Moskovitz, Andrew
McCollum, Christopher Hughes and The
Facebook, Inc., having first been duly
sworn, was deposed and testifies as follows:

DIRECT EXAMINATION

BY MR. CHATTERJEE:

09:45:10 14 Q. Mr. Winklevoss, thank you for coming today.
09:45:14 15 Do you understand that your deposition today
09:45:16 16 is you're testifying on behalf of ConnectU
09:45:19 17 LLC?
09:45:19 18 A. Yes.
09:45:19 19 Q. Have you ever had your deposition taken
09:45:21 20 before?
09:45:21 21 A. No.
09:45:22 22 Q. I'm going to go over some ground rules with
09:45:26 23 you, and I'm just going to ask you to make
09:45:29 24 sure you understand them. You may have gone
09:45:31 25 over them with your counsel before.

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PROCEEDINGS

THE VIDEOGRAPHER: We are recording
and are now on the record. Today's date is
August the 9th, 2005, and the time is 9:44
a.m. My name is George Dobrentey. I'm a
legal videographer for G & M Court
Reporters, Ltd. Our business address is 42
Chauncy Street, Suite 1A, Boston,
Massachusetts 02111.

This is the deposition of Cameron
Winklevoss in the matter of ConnectU vs.
Zuckerberg in the United States District
Court for the District of Massachusetts,
Civil Action No. 04-1923(DPW).

This deposition is being taken at One
International Place in Boston,
Massachusetts, on behalf of the defendant.
The court reporter is Jessica Williamson.
Counsel will state their appearances, and
the court reporter will administer the oath.

MR. CHATTERJEE: Neel Chatterjee
and Joshua Walker for all of the defendants
except for Eduardo Saverin.

MR. WALKER: Robert Hawk from
Heller Ehrman for Defendant Saverin.

09:45:33 1 A. Uh-huh.
09:45:33 2 Q. The first thing is I generally -- when I
09:45:36 3 take depositions, I go for about an hour and
09:45:38 4 I take a break. If you find yourself
09:45:41 5 getting tired or having to -- getting
09:45:45 6 confused, please feel free to take a break,
09:45:48 7 the only time I'll insist we continue is if
09:45:51 8 there's a question pending. Do you
09:45:52 9 understand that?
09:45:53 10 A. Uh-huh.
09:45:54 11 Q. The second thing actually is important.
09:45:56 12 It's important that you answer questions
09:45:58 13 with a yes or a no, not an uh-huh --
09:46:00 14 A. Okay.
09:46:00 15 Q. -- or a sound. The reason for that is this
09:46:03 16 is all being transcribed, and it's very
09:46:05 17 important that the record be accurate. So
09:46:07 18 nods of the head and sounds often give an
09:46:10 19 ambiguity as to what the correct answer is.
09:46:13 20 Do you understand that?
09:46:13 21 A. Yes.
09:46:13 22 Q. Okay. Thank you.
09:46:14 23 If you don't understand a question
09:46:16 24 that I'm asking, please let me know. If you
09:46:20 25 don't ask me or tell me that you don't

09:46:22 1 understand the question, I'm going to assume
 09:46:24 2 that you understand the question. Do you
 09:46:25 3 understand that?
 09:46:25 4 A. Yes.
 09:46:28 5 Q. Is there anything -- any reason that you
 09:46:31 6 would not be capable to testify truthfully
 09:46:33 7 and accurately today?
 09:46:34 8 A. No.
 09:46:35 9 Q. Okay. And is there anything that would
 09:46:38 10 impede your ability to testify competently
 09:46:41 11 today, such as are you on any medications or
 09:46:43 12 anything like that?
 09:46:43 13 A. No.
 09:46:47 14 Q. And, excuse me, from time to time your
 09:46:53 15 attorney may lodge an objection to a
 09:46:55 16 question that I make. Unless he instructs
 09:46:57 17 you not to answer, if you understand the
 09:46:59 18 question, you need to answer it. His
 09:47:02 19 objections and Mr. Hawk's objections are
 09:47:04 20 just to preserve the record. This testimony
 09:47:07 21 is if you were testifying at trial. So
 09:47:09 22 they're preserving the objections because we
 09:47:11 23 don't have a judge here. Do you understand
 09:47:12 24 that?
 09:47:13 25 A. Yes.

09:48:28 1 Q. And what e-mails are you referring to?
 09:48:30 2 A. Basically any and all discourse between
 09:48:35 3 myself, Mr. Zuckerberg.
 09:48:38 4 Q. Did you talk to anyone other than your
 09:48:41 5 lawyers to prepare for your deposition
 09:48:42 6 today?
 09:48:43 7 A. No.
 09:48:44 8 Q. So you did not talk to Divya Narendra?
 09:48:47 9 A. Not in terms of the preparation for the
 09:48:51 10 deposition, no, absolutely not.
 09:48:54 11 Q. And you didn't talk to Tyler Winklevoss?
 09:48:55 12 A. No.
 09:48:56 13 Q. And you didn't talk to Howard Winklevoss?
 09:48:57 14 A. About this specific deposition, we -- in
 09:49:02 15 terms of the preparation yesterday, no.
 09:49:04 16 Q. Other than your preparation yesterday, did
 09:49:06 17 you do anything to prepare for this
 09:49:07 18 deposition before your preparation
 09:49:09 19 yesterday?
 09:49:09 20 A. No, not really. That was -- yesterday was
 09:49:14 21 the day where we sort of sat down and did
 09:49:18 22 that with counsel.
 09:49:20 23 Q. So to prepare for your deposition today, you
 09:49:23 24 met with counsel?
 09:49:24 25 A. Uh-huh.

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09:47:14 1 Q. Okay. What did you do to prepare for your
 09:47:18 2 deposition today?
 09:47:20 3 MR. HORNICK: And, Cameron, before
 09:47:21 4 you answer that, just you can tell him
 09:47:23 5 generally, but don't tell him anything that
 09:47:25 6 we might have discussed.
 09:47:26 7 A. We -- or I basically went over sort of --
 09:47:33 8 you know, went through the course of events,
 09:47:36 9 tried to reconstruct them in my mind and
 09:47:40 10 refresh my memory and just sort of be on top
 09:47:43 11 of the material.
 09:47:45 12 Q. What do you mean by "be on top of the
 09:47:47 13 material"?
 09:47:48 14 A. Well, as you guys are fully aware, that this
 09:47:51 15 situation happened -- began in 2003, so
 09:47:55 16 that's approximately two years ago. So I
 09:47:58 17 went over anything, you know, e-mails and
 09:48:02 18 anything else that might relate to it.
 09:48:05 19 Q. So did you review any specific documents to
 09:48:07 20 refresh your recollection?
 09:48:09 21 A. No. I pretty much went over the whole --
 09:48:14 22 the whole opus or whatever you call it, went
 09:48:20 23 through some e-mails, tried to think of
 09:48:23 24 interactions that we had, meetings and
 9:48:27 25 whatnot. And that's about it.

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09:49:24 1 Q. And how long -- is that a yes or a no?
 09:49:27 2 A. That's a yes, yes.
 09:49:28 3 Q. And how long was that meeting?
 09:49:29 4 A. We met in the morning and the afternoon, so
 09:49:35 5 I would guesstimate six hours or so, six or
 09:49:40 6 seven hours.
 09:49:40 7 Q. Six or seven hours.
 09:49:41 8 And who was present at those meetings?
 09:49:44 9 A. John Hornick and Troy Grabow.
 09:49:46 10 Q. Anyone else?
 09:49:47 11 A. No, just myself.
 09:49:48 12 Q. And could you state what your current
 09:49:51 13 address is?
 09:49:51 14 A. Current address is -- well, I have a dual
 09:49:55 15 address right now, dual residences. One of
 09:49:59 16 which is in Connecticut, 10 Khakum Wood
 09:50:02 17 Road, Greenwich, Connecticut, and the other
 09:50:05 18 which is in Cambridge, 8 Museum Way,
 09:50:09 19 Cambridge, Massachusetts. And the reason I
 09:50:15 20 have dual residency is because I have -- I
 09:50:18 21 spent a lot of time in Connecticut over the
 09:50:19 22 last year, so I've been going back and
 09:50:21 23 forth.
 09:50:22 24 Q. And could you spell Khakum Wood?
 09:50:24 25 A. K-H-A --

09:50:26 1 Q. K-H-A.
 09:50:27 2 A. -- K-U-M Wood Road.
 09:50:32 3 Q. Okay. Does ConnectU have a business
 9:50:37 4 address?
 09:50:37 5 A. Yes. It's 500 West Putnam Avenue,
 09:50:42 6 Greenwich, Connecticut 06830.
 09:50:46 7 Q. And is that an office building?
 09:50:48 8 A. Yes, it is.
 09:50:49 9 Q. And how long has it been there?
 09:50:52 10 A. Since the inception of -- all bills are sent
 09:50:57 11 to that address. Any of -- you know, any
 09:51:00 12 invoices and corporate documents and whatnot
 09:51:03 13 have been sent there, so since the
 09:51:04 14 beginning.
 09:51:04 15 Q. And tell me what you think the beginning is?
 09:51:08 16 A. I would -- okay. Let me recorrect myself.
 09:51:15 17 Since the beginning any kind of mailed
 09:51:17 18 invoice or any kind of bill has always gone
 09:51:20 19 to 500 West Putnam Avenue. In the start of
 09:51:23 20 the project there were not bills up to a
 09:51:26 21 certain point, so I would not use that as
 09:51:28 22 sort of the start point. I would use it as
 09:51:31 23 the invoices and accounting and whatnot.
 09:51:33 24 Q. Okay. So let's break this down a little
 09:51:35 25 bit. When was the first time that an

09:52:49 1 would -- by all accounts I would assume that
 09:52:52 2 they would have no reason to believe -- to
 09:52:55 3 label the invoice anything other than
 09:52:57 4 ConnectU.
 09:52:57 5 Q. So do you -- as you sit here today, do you
 09:52:59 6 have any recollection as to who that first
 09:53:02 7 invoice was sent to?
 09:53:04 8 MR. HORNICK: Asked and answered.
 09:53:05 9 You can answer it again.
 09:53:06 10 A. Yes. I believe that the first invoice was
 09:53:09 11 sent to ConnectU.
 09:53:10 12 Q. Okay. At this 500 --
 09:53:13 13 A. 500 West Putnam Avenue.
 09:53:14 14 Q. Okay. Before the first invoice was sent did
 09:53:23 15 ConnectU have a different address?
 09:53:24 16 A. No.
 09:53:27 17 Q. So it was never at any location other than
 09:53:29 18 500 West Putnam Avenue in Greenwich,
 09:53:32 19 Connecticut?
 09:53:33 20 A. ConnectU was at no other location other than
 09:53:36 21 500 West Putnam Avenue.
 09:53:38 22 Q. And when was ConnectU formed?
 09:53:41 23 MR. HORNICK: Objection to the word
 09:53:42 24 "formed."
 09:53:43 25 A. Could you sort of specify a little bit more

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09:51:37 1 invoice was sent to ConnectU?
 09:51:38 2 A. I would -- ConnectU would be probably -- let
 09:51:45 3 me think for a second. I would say our
 09:51:52 4 first development bill from iMarc, that
 09:51:58 5 would be the first.
 09:51:59 6 Q. And can you tell me about when that was?
 09:52:00 7 A. Approximately -- we approached -- I would
 09:52:08 8 say early March of 2004.
 09:52:11 9 Q. Do you know who that invoice was addressed
 09:52:12 10 to?
 09:52:12 11 A. I believe it was addressed to the business
 09:52:18 12 entity.
 09:52:18 13 Q. To ConnectU?
 09:52:19 14 A. Yeah.
 09:52:20 15 Q. Is it possible that it would be addressed to
 09:52:24 16 Winklevoss Consultants?
 09:52:24 17 MR. HORNICK: Don't speculate if
 09:52:25 18 you don't know.
 09:52:26 19 A. I couldn't speculate.
 09:52:28 20 Q. Are you speculating when you think it was
 09:52:31 21 addressed to ConnectU?
 09:52:33 22 A. No, not with respect to the fact that -- if
 09:52:38 23 the question is -- there is no reason to
 09:52:44 24 believe -- they were fully aware that our
 09:52:47 25 business entity was called ConnectU, so it

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09:53:47 1 as to what you mean by "formed"?
 09:53:50 2 Q. As a business entity.
 09:53:52 3 A. Registered -- ConnectU was first registered,
 09:53:55 4 I believe, in May -- I believe May 26th of
 09:54:04 5 2004.
 09:54:08 6 Q. And when you say "registered," what do you
 09:54:11 7 mean?
 09:54:11 8 A. Excuse me, registered as an LLC corporation.
 09:54:16 9 Q. Did ConnectU have any other business form
 09:54:19 10 other than an LLC prior to May 26th, 2004?
 09:54:24 11 A. No, I don't believe so.
 09:54:24 12 Q. So it was -- was it just a name?
 09:54:27 13 A. What do you mean by that?
 09:54:28 14 Q. Well, what was ConnectU prior to May 26th,
 09:54:30 15 2004?
 09:54:32 16 MR. HORNICK: Well, I'll object to
 09:54:34 17 the extent that this calls for legal
 09:54:36 18 knowledge of what constitutes a corporation
 09:54:38 19 or proprietorship or anything else, but you
 09:54:40 20 can answer to the best of your ability.
 09:54:42 21 A. Okay. Could you please rephrase the
 09:54:44 22 question or --
 09:54:44 23 Q. Okay. Prior to --
 09:54:44 24 A. -- repeat it, please?
 09:54:45 25 Q. Sure. Prior to May 26th, 2004, was -- what

09:54:49 1 was ConnectU?

09:54:50 2 A. ConnectU was -- let me think about that for

09:54:59 3 a second. It was essentially an understood

09:55:04 4 partnership between individuals who are

09:55:07 5 working on a project first titled

09:55:10 6 HarvardConnection, later to be called

09:55:13 7 ConnectU.

09:55:15 8 Q. So if I understand you correctly, your

09:55:18 9 position is HarvardConnection and ConnectU

09:55:19 10 are one and the same thing?

09:55:20 11 A. Yes.

09:55:21 12 Q. And before May 26th, 2004, it was a

09:55:25 13 partnership between some people?

09:55:29 14 A. Before May 26th, 2004, it was a partnership

09:55:32 15 between people, yes.

09:55:34 16 Q. Okay. And who were those people?

09:55:36 17 A. Well, initially it was myself, Tyler

09:55:42 18 Winklevoss and Divya Narendra. And then in

09:55:46 19 approximately November, late November 2003

09:55:49 20 we invited Mr. Zuckerberg to become a

09:55:52 21 partner of this entity.

09:56:02 22 Q. Did he -- did Mr. Zuckerberg accept that

09:56:04 23 obligation or accept the opportunity to

09:56:07 24 become a partner?

09:56:08 25 A. Yes, he did.

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09:58:01 1 that, you know, he had a -- people who

09:58:03 2 express those concerns and act like that

09:58:06 3 have a vested interest in the company.

09:58:09 4 Q. So it's your testimony, as you sit here

09:58:11 5 today, that he behaved in a way that he

09:58:15 6 participated in the management of

09:58:17 7 HarvardConnection?

09:58:19 8 MR. HORNICK: Objection to the form

09:58:20 9 of the question. You can answer it if you

09:58:22 10 can.

09:58:22 11 A. He acted as someone who acts -- who has a

09:58:32 12 vested stake or sort of benefit -- would

09:58:35 13 benefit from the direction of the company.

09:58:38 14 Q. And your belief is that that meant that he

09:58:46 15 was a partner, that he had accepted that

09:58:48 16 obligation?

09:58:49 17 A. Well, let's step back a second. I mean, as

09:58:50 18 I said earlier in the statement, he

09:58:54 19 explicitly acknowledged an agreement between

09:58:56 20 the parties. So his actions aside, which

09:59:00 21 clearly lend to the belief that he was a

09:59:03 22 partner, irrespective of his actions, he

09:59:09 23 explicitly acknowledges an agreement between

09:59:11 24 the two parties.

09:59:11 25 Q. And you acknowledge that agreement that he

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09:56:12 1 Q. And how did he do that?

09:56:13 2 A. Mr. Zuckerberg has stated in various e-mails

09:56:20 3 that he agreed to finish a portion of our

09:56:25 4 website and has gone so far as to say he did

09:56:30 5 complete that portion of the website. In

09:56:32 6 various e-mails he's used the operative word

09:56:35 7 "we" to describe the HarvardConnection/

09:56:40 8 ConnectU team. You can reference January

09:56:44 9 8th, 2004. And he also describes a

09:56:51 10 situation where he expected to have -- be

09:56:53 11 involved in the overall development and

09:56:56 12 control of the project. You can reference

09:56:59 13 February 12th, 2004.

09:57:02 14 And he as well -- excuse me, I'm

09:57:11 15 sorry, let me think. He also -- I'm sorry,

09:57:21 16 let me think for one second. Yeah, so

09:57:32 17 basically those are some of the, you know,

09:57:34 18 aspects -- oh, as well as expressing concern

09:57:36 19 multiple times that, you know, with

09:57:39 20 situations of the business entity such as

09:57:40 21 the promotion and marketing involved with it

09:57:42 22 and other aspects such as graphics, which

09:57:47 23 were not sort of part of his forte, so to

09:57:51 24 speak, and hardware issues and whatnot.

09:57:55 25 So I guess what I'm getting at is

09:59:14 1 was a partner?

09:59:14 2 A. Absolutely.

09:59:15 3 Q. Okay. So is he a principal of ConnectU LLC?

09:59:20 4 A. Right now?

09:59:21 5 Q. Right.

09:59:21 6 A. He is not a principal of ConnectU LLC.

09:59:24 7 Q. Okay. Does he have an interest in ConnectU

09:59:26 8 LLC?

09:59:26 9 A. Right now, no, he does not.

09:59:28 10 Q. So is there any difference between the

09:59:30 11 business partnership of ConnectU, the

09:59:32 12 partnership, and ConnectU LLC?

09:59:37 13 MR. HORNICK: Objection to the form

09:59:38 14 of the question.

09:59:38 15 A. Yeah, I don't -- you're referring to a

09:59:40 16 partnership versus an LLC. Could you please

09:59:42 17 specify a little bit more?

09:59:43 18 Q. Is there a difference between the two and

09:59:47 19 what they own?

09:59:49 20 MR. HORNICK: Objection to the form

09:59:50 21 of the question. I don't know what you're

09:59:51 22 talking about.

09:59:52 23 A. Yeah, I mean...

09:59:54 24 Q. Okay. Other than the corporate structure of

10:00:00 25 ConnectU LLC and ConnectU the partnership,

10:00:02 1 is there any other difference between the
10:00:03 2 company, such as the types of things that it
10:00:05 3 owns?

10:00:06 4 MR. HORNICK: I still object to the
10:00:07 5 form of the question, but you can try to
10:00:08 6 answer if you understand it.

10:00:10 7 A. In terms of -- I think what you're asking
10:00:17 8 is, does ConnectU -- is the partnership
10:00:19 9 different than the LLC?

10:00:21 10 Q. Yes.

10:00:22 11 A. Okay. For all intents and purposes, the
10:00:26 12 partnership effectively is basically -- I'm
10:00:31 13 not a legal expert, but I would assume is
10:00:34 14 reinforced by the LLC. It's -- they own --
10:00:37 15 they're one and the same, I believe.

10:00:39 16 Q. And did you ever seek Mark Zuckerberg's
10:00:42 17 agreement to transfer any assets to the LLC?

10:00:46 18 A. No. No, we did not.

10:00:48 19 Q. And why did you not do that?

10:00:51 20 A. One of the reasons was because we never saw
10:00:55 21 an asset. He has yet to produce any asset
10:00:58 22 for us. Despite saying that he has and
10:01:01 23 would, he has never produced an asset. So,
10:01:06 24 to our knowledge, we, you know -- he never
10:01:11 25 gave us an asset that we had in our hands

10:02:28 1 facts, you can say the facts that, that kind
10:02:29 2 of thing, but in terms of saying "it's your
10:02:31 3 position," I don't think that's proper.

10:02:33 4 MR. CHATTERJEE: Well, you can
10:02:34 5 object. I can ask the questions however I
10:02:36 6 want, and you can say "Object to the form."

10:02:38 7 MR. HORNICK: Well, I can actually
10:02:39 8 prevent you from taking contention
10:02:41 9 testimony. There's cases that support that,
10:02:42 10 so let's not make an issue of it. Why don't
10:02:45 11 you just ask your questions in an
10:02:46 12 unobjectionable way.

10:02:47 13 MR. CHATTERJEE: Counsel, you can
10:02:48 14 make your objections, and the opposing -- or
10:02:50 15 the witness can answer them, and should you
10:02:52 16 want to seek a protective order, you can
10:02:55 17 contact the Court.

10:02:56 18 MR. HORNICK: I'm just asking you
10:02:57 19 to conduct your deposition properly.

10:02:58 20 MR. CHATTERJEE: And, counsel, I
10:02:59 21 will do so.

10:02:59 22 MR. HORNICK: Okay. Thank you.

10:03:01 23 BY MR. CHATTERJEE:

10:03:01 24 Q. So, Mr. Winklevoss --

10:03:05 25 MR. CHATTERJEE: Could I have the

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10:01:13 1 that we could say, hey, you know -- that
10:01:17 2 doesn't mean that he doesn't have an asset,
10:01:19 3 but he never actually gave us an asset. So
10:01:22 4 we have not -- we have not specifically
10:01:26 5 asked him for the asset.

10:01:27 6 Q. Did he write any code for the
10:01:32 7 HarvardConnection?

10:01:35 8 A. Again, his e-mails indicate that he has, but
10:01:39 9 we have not seen the code.

10:01:43 10 Q. Didn't Victor Gao tell you at some point
10:01:45 11 that he had written some code?

10:01:47 12 A. Victor Gao said that what he -- to his --
10:01:50 13 the best of his knowledge, his extent, that
10:01:53 14 Mark Zuckerberg had gone into the code,
10:01:54 15 looked at it on the server and duplicated
10:01:58 16 files from the, I believe, the date side and
10:02:03 17 effectively renamed them. But in terms of
10:02:09 18 Mark indicated that most -- a lot of the
10:02:10 19 work that he had done was done on his local
10:02:13 20 system, so it was never on the server.

10:02:14 21 Q. Okay. So it's your position that --

10:02:21 22 MR. HORNICK: You know, I'd like to
10:02:22 23 prevent you from saying "it's your
10:02:25 24 position," because the witness isn't here to
10:02:27 25 give contention testimony. You can ask for

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10:03:05 1 question that I was starting back, please.
10:03:06 2 (Record read.)

10:03:20 3 Q. Okay. I lost my train of thought, so I'll
10:03:22 4 just go back to -- was there anyone else
10:03:24 5 that was brought in as a partner to ConnectU
10:03:28 6 LLC -- or to ConnectU the partnership?

10:03:30 7 MR. HORNICK: Objection to the form
10:03:30 8 of the question.

10:03:30 9 A. Can you state sort of a time frame?

10:03:32 10 Q. Prior to May 26th, 2004.

10:03:35 11 A. Prior to May 26th, 2004. No.

10:03:38 12 Q. After May 26th, 2004, did anyone join
10:03:44 13 ConnectU LLC?

10:03:45 14 A. Yes, my father, Howard Winklevoss.

10:03:48 15 Q. And what were the circumstances surrounding
10:03:51 16 his joining the business?

10:03:51 17 MR. HORNICK: And, Cameron, I'll
10:03:53 18 caution you not to reveal any communications
10:03:56 19 that you had with counsel on that subject,
10:03:57 20 but otherwise, you can answer the question.

10:04:00 21 THE WITNESS: Okay.

10:04:00 22 A. The circumstances were simply that he
10:04:07 23 essentially is an investor, I guess you
10:04:13 24 could say, in ConnectU.

10:04:14 25 Q. And what is the nature of his investment?

10:04:16 1 A. It's monetary, money.
 10:04:20 2 Q. And how much --
 10:04:21 3 A. Funding.
 10:04:22 4 Q. And what kind of funding has he provided?
 10:04:24 5 A. I'm not sure if -- in terms of like
 10:04:27 6 disclosures in terms of amounts?
 10:04:34 7 Q. Yes.
 10:04:34 8 A. He's paid for development costs and legal
 10:04:36 9 costs which I don't know off the top of my
 10:04:38 10 head, but I'm sure you guys probably have
 10:04:40 11 them.
 10:04:41 12 Q. So I don't want you to guess, but do you
 10:04:43 13 have an estimate?
 10:04:44 14 MR. HORNICK: I'm going to object
 10:04:45 15 to this. I think it's outside the scope of
 10:04:47 16 your 30(b)(6).
 10:04:48 17 MR. CHATTERJEE: It goes directly
 10:04:48 18 to the issue of ownership and the formation
 10:04:52 19 of the LLC.
 10:04:56 20 MR. HORNICK: Where is that in your
 10:04:57 21 topics?
 10:04:57 22 MR. CHATTERJEE: It's the very last
 10:04:59 23 topic.
 10:04:59 24 MR. HORNICK: Ownership of IP and
 10:05:00 25 transfer of rights by you, by

10:05:38 1 You're asking about an investor's money that
 10:05:40 2 he's putting in and how much. I don't see
 10:05:42 3 where that comes in.
 10:05:43 4 THE WITNESS: Yeah, that -- I don't
 10:05:44 5 really see --
 10:05:46 6 MR. CHATTERJEE: Well, he just said
 10:05:47 7 that Howard Winklevoss joined the company by
 10:05:49 8 putting money in.
 10:05:50 9 MR. HORNICK: You can ask about the
 10:05:51 10 LLC agreement if you like.
 10:05:53 11 MR. CHATTERJEE: Well, are you
 10:05:54 12 instructing him not to answer, counsel?
 10:05:56 13 MR. HORNICK: No, but I am
 10:05:58 14 objecting to you asking questions outside
 10:06:00 15 the scope.
 10:06:00 16 MR. CHATTERJEE: Fine. You can
 10:06:01 17 make your objection.
 10:06:02 18 BY MR. CHATTERJEE:
 10:06:02 19 Q. Please answer the question.
 10:06:04 20 A. So the question, again, is -- the question,
 10:06:07 21 again, is, did he become a member of
 10:06:09 22 ConnectU through investment? And my answer
 10:06:11 23 is yes.
 10:06:12 24 Q. And the following questions is, how much did
 10:06:16 25 he invest?

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10:05:04 1 HarvardConnection or any counterdefendants.
 10:05:07 2 See, I don't think that's within the scope
 10:05:08 3 of those topics that you --
 10:05:09 4 MR. CHATTERJEE: Well, you may
 10:05:11 5 disagree, but I disagree with you.
 10:05:12 6 MR. HORNICK: Can you explain to me
 10:05:13 7 how it is?
 10:05:13 8 MR. CHATTERJEE: Yes. I mean,
 10:05:14 9 there is a formation document. In the
 10:05:16 10 formation document, it goes to -- it's
 10:05:18 11 directly about the transfer of rights.
 10:05:20 12 There are provisions --
 10:05:20 13 MR. HORNICK: It doesn't say
 10:05:22 14 anything about formation. It just talks
 10:05:24 15 about transfer of IP.
 10:05:25 16 MR. CHATTERJEE: Yeah. And the way
 10:05:26 17 the IP was transferred, according to the
 10:05:29 18 witness's testimony, was --
 10:05:31 19 A. IP or --
 10:05:32 20 MR. CHATTERJEE: It was into the
 10:05:32 21 LLC. That makes the entire agreement
 10:05:34 22 relevant.
 10:05:34 23 MR. HORNICK: You can talk about
 10:05:36 24 the agreement, but you're asking right now
 0:05:37 25 about something that is not the agreement.

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10:07:44 16 MR. CHATTERJEE: Okay. Fine.
10:07:47 17 Q. Are you familiar with someone by the name of
10:07:50 18 Wayne Chang?
10:07:51 19 A. Yes.
10:07:51 20 Q. And who is he?
10:07:52 21 A. Wayne Chang is a University of -- Amherst
10:07:58 22 UMass student, and he operates an
10:08:02 23 organization called I2hub organization.
10:08:07 24 Q. Did ConnectU LLC ever merge with I2hub?
10:08:11 25 A. No.

10:09:16 1 information into a social network.
10:09:18 2 MR. HORNICK: I'm going to object
10:09:19 3 that this is all outside the scope, too, and
10:09:21 4 not 30(b)(6) testimony.
10:09:22 5 MR. CHATTERJEE: Okay.
10:09:23 6 Q. And was there anything unique about Social
10:09:29 7 Butterfly that differentiated it from other
10:09:32 8 social networks?
10:09:32 9 A. Social Butterfly is not a social network.
10:09:36 10 Q. What is it?
10:09:36 11 A. As I stated before, it's a tool that
10:09:40 12 facilitates users' ability to add content to
10:09:44 13 their social network profile.
10:09:46 14 Q. And what kind of content?
10:09:48 15 A. Profile content that they may have put on
10:09:52 16 another social network.
10:09:53 17 Q. Such as -- such as what? Can you give me
10:09:55 18 some examples?
10:09:56 19 A. Any social network. We supported up to four
10:09:59 20 or five, so that could be Myspace, that
10:10:01 21 could be Hi5, Friendster, you name it.
10:10:04 22 Q. Is Social Butterfly still an active website?
10:10:07 23 A. Social Butterfly is not active right now.
10:10:14 24 Q. And was that Social Butterfly, was that
10:10:16 25 owned by ConnectU or Wayne Chang?

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10:08:12 1 MR. HORNICK: Objection, calls for
10:08:13 2 a legal conclusion. Give me a chance to
10:08:14 3 object --
10:08:15 4 THE WITNESS: Sure. Sorry.
10:08:16 5 MR. HORNICK: -- before you answer.
10:08:16 6 Q. So I'm sorry, what was your answer?
10:08:19 7 A. The answer -- I'm not a lawyer, but in terms
10:08:24 8 of my understanding of a merger, no.
10:08:26 9 Q. Could you describe the business relationship
10:08:27 10 between I2hub and ConnectU LLC?
10:08:32 11 A. Again, I'm not a lawyer. I can try to
10:08:36 12 describe it, and I think that we had an
10:08:39 13 understanding there might be some sort of
10:08:43 14 synergy between the products. We -- and
10:08:46 15 that's about it, but there's no formal
10:08:49 16 relationship.
10:08:50 17 Q. Well, is there an entity called Social
10:08:53 18 Butterfly that is owned by ConnectU LLC?
10:08:56 19 A. There is no entity called Social Butterfly.
10:08:59 20 Q. What is Social Butterfly?
10:09:00 21 A. Social Butterfly is a project that Wayne --
10:09:05 22 Wayne and I worked on.
10:09:06 23 Q. And what is that?
10:09:07 24 A. Social Butterfly is effectively -- it allows
10:09:11 25 users to easily place their profile

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10:10:18 1 A. It's actually -- let's think about that for
10:10:21 2 a second.
10:10:22 3 MR. HORNICK: Objection to the
10:10:22 4 extent that it calls for a legal conclusion,
10:10:24 5 but you can try to answer.
10:10:25 6 A. Yeah, well, Wayne Chang put the majority of
10:10:34 7 time and effort into it, and we actually
10:10:36 8 haven't discussed the ownership of that. He
10:10:39 9 has all the code, I believe. We have not
10:10:42 10 really discussed ownership of the project,
10:10:44 11 so I can't say right now.
10:10:47 12 Q. Is there a dispute between --
10:10:49 13 A. No, it's just --
10:10:50 14 Q. -- ConnectU -- I'm sorry, let me finish the
10:10:53 15 question. Let's try --
10:10:53 16 A. Sorry.
10:10:54 17 Q. -- not to speak --
10:10:54 18 A. Yeah.
10:10:55 19 Q. -- over each other. Mr. Hornick and I
10:10:58 20 haven't done a very good job in not speaking
10:11:00 21 over each other, and I'm going to try and do
10:11:01 22 better on that, but also, if you and I don't
10:11:02 23 speak over each other --
10:11:02 24 A. Sure.
10:11:03 25 Q. -- it'll make for a clearer record.

10:11:05 1 Is there a dispute between you and
 10:11:06 2 Wayne Chang or I2hub?
 10:11:08 3 A. As I said -- as I was trying to say is that
 10:11:12 4 Social Butterfly is no longer active, so
 10:11:14 5 it's not really -- it hasn't been a
 10:11:16 6 situation that we've talked about in terms
 10:11:18 7 of ownership. It just hasn't been a thought
 10:11:21 8 on either of our minds really, to be quite
 10:11:23 9 honest. So in that respect we haven't
 10:11:27 10 really talked about the ownership.
 10:11:32 11 Q. Did ConnectU LLC ever loan I2hub money?
 10:11:35 12 A. We did. Well, what do you mean by "loan"?
 10:11:39 13 As in repayable or did we sort of sponsor or
 10:11:42 14 support?
 10:11:42 15 Q. Did it ever give I2hub money for any reason?
 10:11:46 16 A. We have given I2hub money.
 10:11:48 17 Q. And how much money?
 10:11:49 18 A. Again, I don't know fully off the top of my
 10:11:52 19 head, but it would be in the ballpark of
 10:11:55 20 probably around 10, \$10,000 or more.
 10:11:58 21 Q. And what was -- what were the terms? Why
 10:12:02 22 did you give them the money?
 10:12:03 23 A. The terms, basically we supported an office
 10:12:08 24 for I2hub and paid for some of their sort of
 10:12:11 25 technical aspects because they were

10:13:22 1 Q. And what do you -- and who are the
 10:13:25 2 developers you pay?
 10:13:27 3 A. Currently we employ a fellow by the name of
 10:13:30 4 Winston Williams in Seattle.
 10:13:32 5 Q. And is he at Pacific Northwest Software?
 10:13:36 6 A. Yes. Well, yes, he's part of Pacific
 10:13:41 7 Northwest and -- yeah, he's part of that
 10:13:46 8 group.
 10:13:46 9 Q. Okay. And what is he doing?
 10:13:47 10 A. He does a variety of tasks. I mean, it
 10:13:49 11 depends what needs to be done on the site
 10:13:51 12 and whatnot.
 10:13:58 13 Q. Anyone else?
 10:13:59 14 A. Currently, no.
 10:14:01 15 Q. And is Winston Williams being paid on the
 10:14:04 16 hour?
 10:14:04 17 A. Right now Winston Williams is being paid on
 10:14:09 18 an hour, yes.
 10:14:11 19 Q. And what's his hourly rate?
 10:14:12 20 A. I believe it is \$60 an hour.
 10:14:18 21 Q. Now, you said that there is a non-equity
 10:14:21 22 manager with ConnectU LLC. Who is that?
 10:14:24 23 A. Maria Antonelli.
 10:14:27 24 Q. And what is her role?
 10:14:29 25 A. She takes care of all of the basically just

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10:12:12 1 struggling at the time. I2hub was operating
 10:12:17 2 at debt, and we just helped support.
 10:12:22 3 Q. Are you currently employed?
 10:12:23 4 A. Other than ConnectU LLC, no.
 10:12:27 5 Q. Are you getting a salary from ConnectU LLC?
 10:12:29 6 A. Right now all my remuneration is in equity.
 10:12:35 7 Q. Does any -- detect ConnectU LLC have any
 10:12:38 8 employees?
 10:12:38 9 A. Aside from -- ConnectU LLC has three --
 10:12:45 10 excuse me, four sort of equity stakeholders
 10:12:49 11 and two managers, one of which is not an
 10:12:53 12 equity holder. So I -- if that falls under
 10:12:55 13 the umbrella of employee, perhaps.
 10:12:59 14 Q. Maybe I can go about this in a little bit
 10:13:01 15 simpler way. Is anyone paid money by
 10:13:04 16 ConnectU --
 10:13:04 17 A. No.
 10:13:05 18 Q. -- LLC?
 10:13:05 19 A. Oh, excuse me, sorry. Like in terms of
 10:13:10 20 development and stuff like that?
 10:13:14 21 Q. For any reason.
 10:13:15 22 A. We do pay software developers.
 10:13:17 23 MR. HORNICK: Okay. Just for the
 10:13:18 24 record, I think maybe now we're back into
 0:13:20 25 30(b)(6) testimony.

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10:14:32 1 files, invoices and whatnot.
 10:14:34 2 Q. And does she charge ConnectU LLC for --
 10:14:36 3 A. No.
 10:14:36 4 Q. -- her time?
 10:14:37 5 A. No.
 10:14:37 6 Q. Who does she work for?
 10:14:39 7 MR. HORNICK: I think we're out of
 10:14:42 8 30(b)(6) again, for the record.
 10:14:44 9 A. So who is she employed by? She's employed
 10:14:47 10 by Winklevoss Consultants.
 10:14:48 11 Q. Are you a part of Winklevoss Consultants?
 10:14:54 12 A. No.
 10:14:58 13 Q. Have you ever taken any computer science
 10:15:00 14 courses?
 10:15:00 15 A. No.
 10:15:01 16 Q. Are you able to program in any computer
 10:15:07 17 language?
 10:15:08 18 A. I know basic HTML. I can sort of decipher
 10:15:13 19 it, understand it, but no. In terms of
 10:15:16 20 language literally, no.
 10:15:18 21 Q. Okay. Can you describe for me the trade
 10:15:26 22 secrets that were shared with Mark
 10:15:31 23 Zuckerberg by ConnectU LLC or any of its
 10:15:34 24 predecessors?
 10:15:34 25 MR. HORNICK: I think we're back

10:15:35 1 into 30(b)(6). I'll object to the extent it
 10:15:37 2 calls for a legal conclusion, but you can
 10:15:39 3 try to answer the question.
 0:15:40 4 A. In terms of the trade secrets, I would
 10:15:46 5 say -- sorry, the question is, what trade
 10:15:50 6 secrets -- can you repeat the question?
 10:15:52 7 Q. Yeah. What are the trade secrets that were
 10:15:54 8 shared with Mark Zuckerberg --
 10:15:58 9 A. Okay.
 10:15:58 10 Q. -- by ConnectU LLC or its predecessors?
 10:16:00 11 A. Well, Mark Zuckerberg has acknowledged that
 10:16:06 12 one of our trade secrets would have been --
 10:16:08 13 or is, rather, to the extent that we were
 10:16:14 14 going to launch at Harvard University an
 10:16:16 15 on-line community and then look to launch at
 10:16:24 16 schools across -- other college
 10:16:26 17 universities -- colleges or universities and
 10:16:28 18 basically link the sites together.
 10:16:32 19 Q. Anything else?
 10:16:32 20 A. As I said, the idea of creating an on-line
 10:16:43 21 college community at -- or, rather, a
 10:16:47 22 network at the college level, focusing that
 10:16:50 23 down, and basically the implementation of
 10:16:56 24 that, be it fields, be it whatever is
 10:16:58 25 necessary to tailor that to a specific niche

10:17:58 1 A. In terms of the broad picture, the broad
 10:18:00 2 spectrum of the situation, taking a --
 10:18:04 3 creating an on-line niche community for a
 10:18:07 4 university and then looking to farm that out
 10:18:08 5 to other respective colleges and linking
 10:18:10 6 them together, that was the core idea.
 10:18:17 7 Now, the implementation, as I
 10:18:19 8 mentioned before, could have any number of
 10:18:22 9 trade secrets in it. And I'm sure you're
 10:18:24 10 fully aware of them, and inverse sort of
 10:18:28 11 with the implementation such as, you know,
 10:18:31 12 educational fields, house fields, fields
 10:18:34 13 relating to a college environment, anything
 10:18:36 14 relating to that environment would certainly
 10:18:39 15 be -- like fall under the umbrella of trade
 10:18:43 16 secrets.
 10:18:44 17 Q. Anything else you can remember that you
 10:18:46 18 would consider to be a trade secret of
 10:18:48 19 ConnectU or its predecessors?
 10:18:53 20 MR. HORNICK: Objection to --
 10:19:01 21 assumes facts not in evidence.
 10:19:05 22 A. I believe that those are -- as I said
 10:19:07 23 before, that's sort of the broad scope of
 10:19:09 24 it, yes.
 10:19:10 25 Q. Okay. Well, the issue I'm having is with

10:17:02 1 community, as well as, you know, stuff such
 10:17:07 2 as how do you secure such a network and let
 10:17:10 3 people into this network using a dot-edu
 10:17:14 4 address, et cetera.
 10:17:23 5 Q. Anything else?
 10:17:23 6 A. I mean, off the top of my head, those are --
 10:17:29 7 that's sort of the core ideas right there.
 10:17:33 8 There could be ones running in between the
 10:17:35 9 lines, but I would say that those -- that
 10:17:38 10 that embodies essentially the core, the core
 10:17:41 11 of it.
 10:17:41 12 Q. Okay. So as you sit here today, you can't
 10:17:46 13 recall anything else about what your trade
 10:17:47 14 secrets are other than these, I'll say
 10:17:50 15 roughly four --
 10:17:50 16 MR. HORNICK: Well, that wasn't
 10:17:52 17 four. That was much broader than four.
 10:17:52 18 A. Yeah.
 10:17:52 19 MR. HORNICK: You can ask him --
 10:17:52 20 A. I mean, I can --
 10:17:52 21 MR. HORNICK: -- questions if you'd
 10:17:52 22 like, but --
 10:17:55 23 THE REPORTER: Wait a minute.
 10:17:55 24 Q. Other than what you just described, you
 10:17:57 25 can't remember anything else?

10:19:12 1 the term "broad scope." Is there anything
 10:19:15 2 more focused that you would say was --
 10:19:18 3 A. Well, I think I gave you a couple of
 10:19:21 4 examples. The concept of using an e-mail
 10:19:23 5 address to gain access to a community on a
 10:19:26 6 college level, you know, we -- that is one
 10:19:31 7 aspect of it. You know, there's lots of
 10:19:34 8 pieces to the puzzle. I can't necessarily
 10:19:37 9 say that I've said every piece of the
 10:19:39 10 puzzle. I think I've said a couple that are
 10:19:41 11 certainly viable and understandable.
 10:19:44 12 Q. Anything else that you can remember other
 10:19:47 13 than the information that you've said so
 10:19:51 14 far?
 10:19:52 15 A. I believe that that --
 10:19:56 16 MR. HORNICK: Objection. That's
 10:19:57 17 not a matter of remembering, it's a matter
 10:19:58 18 of asking the proper question, so -- but you
 10:20:01 19 can answer.
 10:20:01 20 A. I think that if -- you know, if there is a
 10:20:04 21 secret that I'm not remembering right now,
 10:20:05 22 it doesn't nullify the fact that it was a
 10:20:07 23 trade secret. Off -- my recollection right
 10:20:11 24 now is that those are the prime trade secret
 10:20:13 25 issues.

10:20:14 1 Q. Well, you understand that you're testifying
 10:20:18 2 in a --
 10:20:18 3 A. Yes.
 10:20:18 4 Q. -- binding deposition for the company,
 10:20:20 5 right?
 10:20:21 6 A. Right.
 10:20:21 7 Q. And I assume that you prepared for this
 10:20:24 8 deposition to --
 10:20:24 9 A. I did.
 10:20:24 10 Q. -- to know what your trade secrets were?
 10:20:27 11 A. Uh-huh.
 10:20:27 12 Q. And so these are the only ones that you can
 10:20:30 13 remember? You can't remember any other
 10:20:33 14 ones, right?
 10:20:34 15 MR. HORNICK: Objection. It's not
 10:20:36 16 a question of remembering, it's a question
 10:20:37 17 of asking follow-up questions.
 10:20:39 18 A. Right. I mean, if you want to prompt me and
 10:20:40 19 ask me if, you know, this part of the site
 10:20:42 20 was proprietary and this part wasn't, or if
 10:20:45 21 you want to be more specific, I can
 10:20:47 22 certainly help out, but I think I've given
 10:20:49 23 you a pretty good bone to pick on, you know,
 10:20:51 24 that.
 10:20:54 25 Q. So if I were to show you the website, you

10:21:50 1 tie refers to any kind of connection that
 10:21:53 2 you would facilitate between individuals.
 10:21:56 3 Q. Okay. And did you view -- under that
 10:22:00 4 definition, did you view HarvardConnection
 10:22:03 5 as a social network?
 10:22:04 6 A. Yes.
 10:22:04 7 Q. And where -- did you ever discuss that with
 10:22:11 8 Mark Zuckerberg?
 10:22:12 9 A. Discuss what?
 10:22:13 10 Q. That HarvardConnection was a social network
 10:22:17 11 with these ties and nodes?
 10:22:18 12 A. Well, let me just step back a second and
 10:22:23 13 refresh your -- perhaps you're aware or
 10:22:27 14 unaware that Mark happens to be a computer
 10:22:30 15 science major, as well as a psychology
 10:22:32 16 major. So he's fully versed the area of
 10:22:35 17 social networking. So he would absolutely
 10:22:39 18 be able to identify and know what a social
 10:22:41 19 network is in that respect.
 10:22:43 20 In terms of we -- our second meeting
 10:22:47 21 we talked about the website Friendster and
 10:22:49 22 bookmarked it as a good benchmark for
 10:22:53 23 potential future functionality.
 10:23:16 24 MR. CHATTERJEE: I'm going to do a
 10:23:17 25 quick piece of housekeeping. Let's mark

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10:20:56 1 might be able to identify additional trade
 10:20:58 2 secrets?
 10:20:58 3 A. I mean, I'm not sure you have to even go
 10:21:02 4 that far. If you ask me, well, is an
 10:21:04 5 individual who signs up with a Harvard
 10:21:06 6 dot-edu e-mail address and, you know, taking
 10:21:09 7 that e-mail address and placing them into
 10:21:10 8 this part of the network, if that's a
 10:21:13 9 proprietary trade secret, you know, my
 10:21:16 10 answer would be yes. If you ask me, is a
 10:21:18 11 social network a trade secret, I would say
 10:21:20 12 no. So if you can follow up with more
 10:21:23 13 specific questions, I would be happy to
 10:21:24 14 answer yes or no.
 10:21:25 15 Q. Did you view HarvardConnection as a social
 10:21:29 16 network?
 10:21:29 17 A. What do you -- what exactly do you mean by
 10:21:31 18 "a social network"?
 10:21:33 19 Q. Well, you just used that term, so --
 10:21:34 20 A. I know I did.
 10:21:36 21 Q. So what did you understand that to mean?
 10:21:38 22 A. I view a social network as having
 10:21:40 23 effectively two aspects. You have ties and
 10:21:44 24 nodes. And the ties -- excuse me, nodes and
 0:21:47 25 ties. And the nodes are individuals, and a

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10:23:24 1 this as Exhibit 1, Defendants' Exhibit 1.
 10:23:27 2 (Exhibit No. 1, Amended Notice of
 10:23:27 3 Deposition of Plaintiff and Counterdefendant
 10:23:27 4 ConnectU Pursuant to Fed.R.Civ.P. 30(b)(6),
 10:23:45 5 marked for identification.)
 10:23:51 6 Q. Mr. Winklevoss, this is the -- what's been
 10:23:54 7 marked as Defendants' Exhibit No. 1, this is
 10:23:57 8 the amended notice of deposition that was
 10:23:59 9 served on ConnectU through this litigation.
 10:24:04 10 If you can look on Page 4, there are a list
 10:24:08 11 of topics. And I understand your counsel's
 10:24:12 12 raised objections to certain ones of these,
 10:24:14 13 but you understand that at least as to some
 10:24:17 14 of these topics you've been designated to
 10:24:19 15 testify on behalf of ConnectU LLC --
 10:24:19 16 A. Yes.
 10:24:21 17 Q. -- today?
 10:24:21 18 Make sure you wait so I can finish --
 10:24:25 19 A. Sure.
 10:24:25 20 Q. -- my question.
 10:24:34 21 Were there any particular
 10:24:36 22 functionalities on the Friendster website
 10:24:40 23 that you and Mr. Zuckerberg talked about
 10:24:42 24 that you wanted him to pay particular
 10:24:44 25 attention to?

10:24:44 1 A. I believe that we -- again, we talked about
 10:24:48 2 the site as a whole. And we talked about --
 10:24:54 3 well, let me back up a second. I think that
 0:24:57 4 we had an hour meeting, and I believe that
 10:25:00 5 he had to go somewhere, and we bookmarked
 10:25:03 6 it, and we said that it's a good -- we like
 10:25:06 7 this site, it's a good idea. There's a lot
 10:25:07 8 of good material on it.
 10:25:10 9 But let me remind you that at that
 10:25:13 10 point we still had a lot of basic key parts
 10:25:16 11 of our site that had yet to be finished. So
 10:25:18 12 you don't put a roof on a house before the,
 10:25:25 13 basically, the foundation's put in. And
 10:25:27 14 stuff like the registration pages, which he
 10:25:30 15 said that he was tying up, had not even been
 10:25:33 16 touched yet.
 10:25:33 17 So, you know, discussion was basically
 10:25:37 18 this is a good site, there are good things
 10:25:39 19 on this site, let's look to incorporate
 10:25:42 20 them, but you don't jump the gun, so to
 10:25:45 21 speak.
 10:25:47 22 Q. So let's start from kind of Square 1.
 10:25:50 23 A. Uh-huh.
 10:25:51 24 Q. When did you first come up with the idea of
 10:25:53 25 the HarvardConnection website?

10:27:19 1 serve multiple purposes to the Harvard
 10:27:22 2 Community, effectively in the words of Mr.
 10:27:24 3 Zuckerberg "a unique utility."
 10:27:28 4 Q. Did Mr. Narendra talk to anyone else other
 10:27:32 5 than you about this idea?
 10:27:33 6 A. That I -- the only other people that he
 10:27:37 7 would have spoken to the idea about at that
 10:27:42 8 point would have been people that he
 10:27:43 9 approached for programming, programming
 10:27:45 10 needs, and I believe that Sanjay Mavinkurve
 10:27:49 11 was the only individual.
 10:27:54 12 Q. Anyone else that he approached, any other
 10:27:57 13 programmers?
 10:27:58 14 A. At the -- in around the 2003 time period, I
 10:28:03 15 believe that Sanjay was the main programmer
 10:28:05 16 that -- I mean, I think he went to Sanjay
 10:28:08 17 and Sanjay accepted and said, yes, I can
 10:28:11 18 help you with this, and I believe it stopped
 10:28:14 19 there.
 10:28:15 20 Q. Was there any expression, written or
 10:28:17 21 verbally, that this initial idea, this
 10:28:22 22 creative virtual community that could serve
 10:28:26 23 Harvard and then be rolled out to other
 10:28:28 24 universities, any expression to Mr.
 10:28:32 25 Mavinkurve that he shouldn't tell other

10:25:54 1 A. Okay. I did not -- I was not the first
 10:25:58 2 originator of the idea. Divya Narendra was
 10:26:01 3 the first originator of the idea. And he
 10:26:03 4 came to us with the idea in approximately
 10:26:07 5 December 2002, early 2003.
 10:26:14 6 Q. And what was the idea at that point?
 10:26:16 7 A. The idea was basically, as I said before, to
 10:26:20 8 create a community for a virtual on-line
 10:26:24 9 community that could serve multiple purposes
 10:26:28 10 for the Harvard Community and then
 10:26:32 11 essentially -- and necessarily we would
 10:26:39 12 create other communities for other
 10:26:41 13 universities as well and link them together.
 10:26:46 14 Q. And was there any specific -- let me strike
 10:26:52 15 that.
 10:26:53 16 Was there anything more specific about
 10:26:56 17 that virtual community like what was it
 10:27:00 18 supposed to do?
 10:27:01 19 A. Well, again, you're talking about the
 10:27:03 20 inception of the idea. You know, ideas
 10:27:06 21 generally start sort of on a higher level.
 10:27:09 22 Then, of course, as you go to implement
 10:27:11 23 them, they get sort of more specific. At
 10:27:14 24 that point it was a broad idea of bringing a
 10:27:16 25 community, virtual community, that could

10:28:34 1 people about it?
 10:28:35 2 A. Clearly it was understood.
 10:28:37 3 Q. Was it stated?
 10:28:38 4 A. Was it stated by Mr. Narendra? I'm sure
 10:28:42 5 that Mr. Narendra would have communicated to
 10:28:49 6 him that it was a proprietary idea and that,
 10:28:56 7 A, it should be completed in a timely
 10:28:59 8 manner, and B, that it was our project and
 10:29:01 9 that it was not -- shouldn't be effectively
 10:29:05 10 broadcast to other people.
 10:29:06 11 Q. And so when you say you're sure, what's your
 10:29:10 12 basis for believing that?
 10:29:12 13 A. Okay. What's my basis --
 10:29:15 14 MR. HORNICK: Well, this witness is
 10:29:16 15 speaking on behalf of the company, so he's
 10:29:18 16 giving you company knowledge.
 10:29:20 17 Q. Well, I want to know what was actually done.
 10:29:21 18 A. Other than an understood and a communicated
 10:29:25 19 sort of desire to keep the project going in
 10:29:30 20 a, you know, secure fashion, I think that
 10:29:32 21 that's all I can really testify to.
 10:29:35 22 Q. And so just so I'm clear, Mr. Narendra told
 10:29:42 23 Mr. Mavinkurve that he shouldn't tell anyone
 10:29:47 24 else about this idea?
 10:29:48 25 A. I'm not sure I can answer that specifically

10:29:55 1 for Mr. Narendra. What I can say is that I
 10:29:58 2 believe that Mr. Mavinkurve understood that
 10:30:01 3 this was not a project to the extent that
 10:30:06 4 this project should not be broadcast or made
 10:30:09 5 public to that extent. Exactly in which
 10:30:13 6 manner Mr. Narendra communicated that, I
 10:30:16 7 cannot say.
 10:30:16 8 Q. And why do you -- how did he understand that
 10:30:20 9 he shouldn't tell other people?
 10:30:22 10 MR. HORNICK: Well, objection. Now
 10:30:23 11 you're asking for --
 10:30:24 12 A. Again, I can't --
 10:30:25 13 MR. HORNICK: Excuse me, let me
 10:30:26 14 finish my objection.
 10:30:27 15 THE WITNESS: Sorry.
 10:30:28 16 MR. HORNICK: Now you're asking for
 10:30:29 17 the impressions -- thoughts and impressions
 10:30:31 18 of Mr. Mavinkurve. I don't think a 30(b)(6)
 10:30:34 19 witness can give you that.
 10:30:35 20 Q. Go ahead and answer the question.
 10:30:36 21 A. So the question is -- can you repeat it,
 10:30:38 22 please?
 10:30:39 23 Q. Okay. You've testified that Mr. Mavinkurve
 10:30:41 24 understood that he shouldn't tell other
 10:30:43 25 people. And what I'm trying to understand

10:32:09 1 taking a job with Google, you know, in the
 10:32:14 2 following months would be fully aware that
 10:32:16 3 this was a propriety issue. That's all I
 10:32:20 4 can really say to that.
 10:32:21 5 Q. Okay. Now you're referring to a secure,
 10:32:24 6 closed area. Do you know where the meetings
 10:32:26 7 with Sanjay Mavinkurve were?
 10:32:29 8 A. They were in his dorm room.
 10:32:32 9 Q. Did meetings happen anywhere else?
 10:32:35 10 A. Not that I can recall. I believe they were
 10:32:37 11 all in his dorm room.
 10:32:53 12 Q. Now, so Divya comes to you in December 2002
 10:32:55 13 to early 2003 with this idea, right?
 10:33:02 14 A. Uh-huh.
 10:33:02 15 Q. Is that a yes?
 10:33:02 16 A. In 2002/2003, yes.
 10:33:06 17 Q. Okay. And could you describe to me that
 10:33:08 18 initial discussion?
 10:33:12 19 A. As I stated before, he came to us, and we --
 10:33:18 20 effectively he had conceived of an idea to
 10:33:21 21 bring a localized community to the college
 10:33:24 22 level virtually that could serve multiple
 10:33:29 23 purposes.
 10:33:30 24 Q. And when you say "us," who's the "us"?
 10:33:33 25 A. "Us" being myself, Tyler, Divya.

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10:30:45 1 is what did the ConnectU people do to make
 10:30:49 2 sure he understood that?
 10:30:50 3 MR. HORNICK: Objection to the form
 10:30:51 4 of the question. You can answer.
 10:30:55 5 A. Again, I said I can't -- I don't know
 10:30:57 6 specifically how Divya communicated it to
 10:30:59 7 him, but I'm fairly certain I can say that
 10:31:03 8 Mr. Mavinkurve was aware that it was a
 10:31:07 9 proprietary idea. And simply the fact that
 10:31:11 10 we put a lot of effort into it and that we
 10:31:15 11 always met in a secure closed area and made
 10:31:19 12 efforts not to broadcast it or speak of it
 10:31:23 13 or, in fact, outline the project to other
 10:31:26 14 people would certainly convey those aspects.
 10:31:29 15 Q. And when you say that Mr. Mavinkurve was
 10:31:35 16 aware that it was a proprietary issue, I'm
 10:31:43 17 trying to understand why you think he was
 10:31:45 18 aware of that?
 10:31:47 19 MR. HORNICK: Objection, asked and
 10:31:48 20 answered I think three times now.
 10:31:48 21 A. Again, it -- how was -- the question was,
 10:31:58 22 how was he made aware of it? And I said
 10:32:01 23 that I don't know specifically how Divya
 10:32:03 24 communicated it to him, but I'm certain that
 10:32:06 25 Mr. Mavinkurve being in the CS realm and

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10:33:38 1 Q. And was there anything said either to you or
 10:33:43 2 by you that no one else should know about
 10:33:47 3 this?
 10:33:47 4 A. Well, I think the fact that it had not been
 10:33:50 5 done before and to the extent where you
 10:33:56 6 would actually link multiple universities
 10:33:59 7 together, it was not an idea in the public
 10:34:01 8 domain.
 10:34:03 9 Q. Okay. But my question's a little simpler
 10:34:05 10 than that.
 10:34:06 11 A. Okay.
 10:34:06 12 Q. Did Divya say to you or your brother or did
 10:34:10 13 you say to him, "Don't tell anyone about
 10:34:15 14 this idea"?
 10:34:18 15 A. Absolutely, sure. We were very concerned
 10:34:20 16 the whole time about the -- you know,
 10:34:24 17 letting the cat out of the bag. As I said
 10:34:26 18 before, this was a novel idea, and it was
 10:34:30 19 not -- you know, we did not want to make it
 10:34:33 20 a public domain.
 10:34:41 21 Q. So do you have a recollection of who said,
 10:34:45 22 "We shouldn't tell anybody about this"?
 10:34:48 23 A. I think we all came to the conclusion
 10:34:50 24 ourselves. I don't think we had to -- you
 10:34:53 25 know, when you join a team and someone says,

10:34:56 1 "Hey, this is a good idea," and you have an
 10:34:59 2 interest in the team from the team's aspect
 10:35:02 3 and an individual aspect, it's understood
 0:35:04 4 that ideas that are not public and are --
 10:35:08 5 potentially have a large potential for
 10:35:11 6 success are proprietary.
 10:35:14 7 Q. So the term "understood" is something that
 10:35:18 8 is confusing me, quite frankly. What I'm
 10:35:21 9 wondering is, what were the express
 10:35:24 10 statements about keeping the information
 10:35:27 11 confidential that were made in that initial
 10:35:29 12 meeting?
 10:35:30 13 A. The express statements would have been,
 10:35:33 14 "This is a great idea. We need to get this
 10:35:37 15 out first because, to our knowledge, nobody
 10:35:41 16 else has this, and we need to basically do
 10:35:44 17 everything we can" -- and we communicated
 10:35:48 18 this multiple times to Mr. Zuckerberg that
 10:35:50 19 it's very important to get this to market
 10:35:52 20 first. And the whole -- our preoccupation
 10:35:56 21 with the idea and the necessity of getting
 10:35:59 22 it to market first would certainly, I think,
 10:36:03 23 point to the fact that it's proprietary.
 10:36:06 24 Q. And that it shouldn't be told to others?
 10:36:08 25 A. Absolutely, yeah.

10:37:24 1 point was the concept of the tie introduced?
 10:37:28 2 A. Well, I mean, that's a critical aspect.
 10:37:31 3 That would have been part of the original --
 10:37:33 4 the original idea, again, to create a
 10:37:35 5 community, to create a, what I have defined
 10:37:36 6 as a social network, you need connections.
 10:37:40 7 And the whole genesis of this idea was
 10:37:43 8 connecting the students; hence, the name
 10:37:46 9 HarvardConnection.
 10:37:48 10 It was a very important word and
 10:37:50 11 aspect of the site, you know, allowing
 10:37:53 12 students not only to connect to each other
 10:37:55 13 in their community, but to other
 10:37:57 14 communities.
 10:38:00 15 Q. And those were established ties that would
 10:38:04 16 be stored at a database somewhere?
 10:38:07 17 A. Yeah, in the form -- you know, you would
 10:38:14 18 make a request of some sort, and they would
 10:38:14 19 be -- you would be able -- the user at that
 10:38:16 20 current time at HarvardConnection in 2003,
 10:38:19 21 November, when Mr. Zuckerberg saw the site
 10:38:22 22 and was given access to the code, there
 10:38:25 23 would have been a visualization to the user
 10:38:27 24 of requests that they had made, requests
 10:38:29 25 that had been made for them, and they would

10:36:10 1 Q. So after that first meeting, describe to me
 10:36:15 2 what the follow-on meetings were, the
 10:36:18 3 genesis of the HarvardConnection website.
 10:36:22 4 A. Well, the HarvardConnection -- basically we
 10:36:27 5 brought -- you know, Sanjay Mavinkurve
 10:36:30 6 agreed to help with the coding, and we
 10:36:32 7 started, you know, creating various pages
 10:36:35 8 such as a registration page, how, you know,
 10:36:39 9 you would determine if a user was from
 10:36:42 10 Harvard, if they were allowed to gain
 10:36:46 11 access, basic log-in features, and then sort
 10:36:50 12 of basically trying to build profiles for
 10:36:53 13 users and tying that with a search together
 10:36:58 14 and tying the front end to the back end.
 10:37:03 15 Q. What do you mean "tie the front end to the
 10:37:05 16 back end."
 10:37:06 17 A. Well, with the website there's front-end
 10:37:09 18 coding, which is more of like what you see
 10:37:10 19 that -- to the eye, and then there's the
 10:37:11 20 back-end database encoding, and those need
 10:37:15 21 to basically be linked together so they can
 10:37:19 22 work.
 10:37:19 23 Q. At what point did the idea of the tie -- I
 10:37:21 24 think that was the term that you used
 10:37:22 25 before, the ties and the nodes -- at what

10:38:31 1 have that own visualization of the type of
 10:38:34 2 connections that they were trying to open up
 10:38:36 3 on the site.
 10:38:36 4 Q. What do you mean, "requests that had been
 10:38:38 5 made for them"?
 10:38:38 6 A. Well, you know, somebody makes -- there's
 10:38:41 7 two ends to the request. So if I request to
 10:38:44 8 User B, User B can also make a request to
 10:38:48 9 me. So I'm going to have requests, and I'm
 10:38:49 10 also going to make requests.
 10:38:51 11 Q. Okay. Now, what happened if you accepted a
 10:38:53 12 request?
 10:38:53 13 A. You would then in terms of --
 10:38:57 14 MR. HORNICK: Object to -- what
 10:38:59 15 point in time are we talking about right
 10:39:01 16 now?
 10:39:01 17 MR. CHATTERJEE: Actually, I'll say
 10:39:03 18 at any point in time prior to January 2004.
 10:39:05 19 A. Prior to January 2004. At that current time
 10:39:09 20 you would then -- in the current model of
 10:39:11 21 the site, that would allow you to
 10:39:13 22 communicate -- get that person's e-mail
 10:39:16 23 address and communicate with them.
 10:39:17 24 Q. Was there anything discussed with you and
 10:39:20 25 Mr. Zuckerberg about establishing a

10:39:23 1 connection beyond just giving an e-mail
 10:39:25 2 address?
 10:39:25 3 A. Again, it's all about -- the functionality
 10:39:32 4 is all the same. You know, you add -- when
 10:39:34 5 you open up a connection, when you create a
 10:39:37 6 connection between a user, that's a
 10:39:39 7 connection, that's a tie between the nodes.
 10:39:41 8 How you want to exactly implement that tie
 10:39:43 9 or what you want to call it could vary. We
 10:39:46 10 had discussed a matchmaker connection where,
 10:39:50 11 you know, you would be -- a third party
 10:39:52 12 would make a connection between two users.
 10:39:54 13 Q. And if that connection was accepted by the
 10:40:02 14 people who had received the requests, was
 10:40:05 15 that stored on the website that way?
 10:40:07 16 A. That had not been coded into the website.
 10:40:10 17 As I said, we talked about that.
 10:40:12 18 Q. But you talked about storing --
 10:40:13 19 A. We talked about making a matchmaker
 10:40:15 20 function, and the implementation, that's to
 10:40:20 21 some extent up to a coder's -- up to their
 10:40:23 22 sort of decision to exactly how to store it
 10:40:28 23 and whatnot. But we talked about a
 10:40:30 24 matchmaker function, which would have
 10:40:33 25 effectively opened -- allowed a third party

10:41:51 1 of us was present.
 10:41:52 2 Q. And how many meetings were there with
 10:41:55 3 Sanjay?
 10:41:55 4 A. Again, I don't recall -- it would be
 10:41:58 5 somewhat speculative to give you an exact
 10:42:00 6 number, but I would say more than five
 10:42:02 7 meetings.
 10:42:05 8 Q. And how long did these meetings last,
 10:42:08 9 roughly?
 10:42:08 10 A. Generally -- they could be anywhere from an
 10:42:11 11 hour to two hours.
 10:42:16 12 Q. And they would always be in his dorm room?
 10:42:18 13 A. A lot -- yes, and a lot of the -- I mean, a
 10:42:23 14 lot of it was sort of the -- I hate to use
 10:42:25 15 the word baby-sitting, but basically us
 10:42:29 16 sitting over his shoulder looking at how he
 10:42:31 17 set something up and saying, I like how that
 10:42:34 18 looks, I don't like how that looks. A lot
 10:42:36 19 of it was sort of hands-on, you know,
 10:42:38 20 implementation of just sort of graphics and
 10:42:40 21 whatnot.
 10:42:44 22 So there wasn't -- every meeting was
 10:42:46 23 not necessarily a strategy-oriented meeting
 10:42:49 24 is what I'm getting at.
 10:42:50 25 Q. So did Mr. Mavinkurve attend the strategy

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0:40:35 1 to create a connection or illustrate to two
 10:40:39 2 people that they thought that they should
 10:40:40 3 connect.
 10:40:41 4 And just to further iterate on that,
 10:40:49 5 the -- you know, a connection can also be
 10:40:51 6 user defined. What you might define it on a
 10:40:55 7 site, such as our connect side of the
 10:41:00 8 website, could be used for any number of
 10:41:01 9 processes. You put in a functionality, you
 10:41:04 10 put in an infrastructure, and then it's up
 10:41:07 11 to the user to define how they want to use
 10:41:09 12 it or what they want to use it for.
 10:41:11 13 Q. So let's go back to, you have your first
 10:41:14 14 meeting in late December -- or in December/
 10:41:17 15 early 2003 with Divya Narendra, you and
 10:41:22 16 Tyler Winklevoss. Was there a subsequent
 10:41:25 17 meeting?
 10:41:25 18 A. Between the three of us?
 10:41:31 19 Q. Okay.
 10:41:32 20 A. Well, every time we met with Sanjay it was
 10:41:34 21 almost always generally one to two of us, if
 10:41:37 22 not all three. Sometimes I met with Sanjay
 10:41:43 23 personally, but there was always -- most of
 10:41:45 24 the times when I met with Sanjay and Sanjay
 0:41:48 25 sort of put pen to paper, so to speak, one

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10:42:54 1 meetings?
 10:42:57 2 A. Well, to the extent that he knew -- he knew
 10:43:01 3 that, as I mentioned before, that he
 10:43:02 4 understood that there was a propriety
 10:43:05 5 project and he would put an input where he
 10:43:07 6 saw fit.
 10:43:11 7 Q. Were there any strategy meetings after Mr.
 10:43:15 8 Mavinkurve was hired that he wasn't present
 10:43:18 9 at?
 10:43:18 10 A. Again, all the meetings were pretty much
 10:43:22 11 all, you know, with the two or three of us.
 10:43:25 12 Q. And Mr. Mavinkurve was always at those
 10:43:28 13 meetings?
 10:43:28 14 A. Yeah. He would be present or aware of
 10:43:31 15 anything that -- you know, there's -- any
 10:43:33 16 kind of decision he would be fully aware of
 10:43:36 17 because he would be the one implementing it
 10:43:40 18 or coding it.
 10:43:41 19 Q. And was he paid for his time?
 10:43:46 20 A. He was not paid.
 10:43:49 21 Q. And what, if anything, did Mr. Mavinkurve
 10:43:53 22 get out of this?
 10:43:54 23 A. Well, I can't answer sort of specifically
 10:44:00 24 what he might have -- sort of what
 10:44:02 25 fulfillment he might have personally felt

10:44:04 1 from the project, but towards the summer of
 10:44:08 2 2003 he gracefully bowed out and made it
 10:44:12 3 pretty clear that he was unable to continue
 10:44:15 4 working on the site because of his job.
 10:44:20 5 Q. I'm sorry, was that summer 2003?
 10:44:21 6 A. Yes, that would have been summer 2003.
 10:44:33 7 Q. Since filing this lawsuit have you had any
 10:44:35 8 conversations with Mr. Mavinkurve?
 10:44:36 9 A. Let me see. I believe -- I believe we may
 10:44:43 10 have -- we may have talked once or twice,
 10:44:45 11 but I can't recall. I just -- I think we
 10:44:47 12 have communicated once or twice, yes.
 10:44:49 13 Q. And since you made your complaint, not the
 10:44:55 14 lawsuit, but your e-mails to Mark Zuckerberg
 10:44:59 15 about your beliefs related to this case,
 10:45:03 16 have you had conversations with Mr.
 10:45:05 17 Mavinkurve?
 10:45:05 18 A. Nothing -- with respect to the lawsuit?
 10:45:11 19 Q. Or with respect to the issues in the
 10:45:13 20 lawsuit, like a little broader than just the
 10:45:17 21 lawsuit.
 10:45:17 22 A. We really haven't discussed anything at
 10:45:21 23 length. Mr. Mavinkurve is a little -- you
 10:45:22 24 know, he just -- he's very busy with his
 10:45:24 25 work, and we just haven't really -- hasn't

10:46:44 1 we take a break for a few minutes, like 10
 10:46:47 2 minutes.
 10:46:48 3 MR. HORNICK: All right.
 10:46:49 4 THE VIDEOGRAPHER: The time is
 10:46:50 5 10:46. This is the end of Tape 1, and we
 10:46:53 6 are off the record.
 10:46:54 7 (Recess taken.)
 10:57:34 8 THE VIDEOGRAPHER: The time is
 10:57:39 9 10:57. This is the beginning of Tape 2, and
 10:57:42 10 we are back on the record.
 10:57:43 11 BY MR. CHATTERJEE:
 10:57:43 12 Q. Mr. Winklevoss, we're back from a break. I
 10:57:52 13 want to ask a couple follow-up questions
 10:57:55 14 from the previous hour. You had mentioned
 10:57:57 15 that Mr. Zuckerberg agreed to be part of a
 10:58:00 16 partnership. Do you remember that
 10:58:02 17 testimony?
 10:58:03 18 A. I believe I said that -- yes, I do remember
 10:58:08 19 the testimony where you asked me that, and I
 10:58:11 20 said that Mr. Zuckerberg had acknowledged an
 10:58:13 21 agreement between the parties where he
 10:58:16 22 would -- yes, he acknowledged the agreement.
 10:58:19 23 Q. Was there any discussion about what share of
 10:58:21 24 the partnership he would have?
 10:58:23 25 A. With respect to dot-com companies, they're

10:45:28 1 been much of an issue.
 10:45:29 2 MR. CHATTERJEE: Let me mark this
 10:45:30 3 as Defendants' Exhibit 2.
 10:45:46 4 (Exhibit No. 2, First Amended
 10:45:48 5 Complaint, marked for identification.)
 10:45:48 6 Q. I'm going to ask you one question about
 10:45:50 7 this --
 10:45:50 8 A. Sure.
 10:45:50 9 Q. -- and then we'll take a break. If you'd go
 10:45:53 10 to Paragraph 14.
 10:45:55 11 MR. HORNICK: I'll object that this
 10:45:56 12 is outside the scope. You can answer. It's
 10:45:59 13 not 30(b)(6) testimony.
 10:46:03 14 Q. If you can read that paragraph and let me
 10:46:05 15 know when you're done.
 10:46:07 16 A. Uh-huh.
 10:46:07 17 (Witness reviews document.)
 10:46:28 18 A. Uh-huh.
 10:46:28 19 Q. Okay. If you look in the second sentence,
 10:46:31 20 it says, "After the first programmer hired
 10:46:33 21 by Plaintiff graduated," that first
 10:46:36 22 programmer was Sanjay Mavinkurve?
 10:46:38 23 A. Sanjay Mavinkurve was the first programmer
 10:46:40 24 of HarvardConnection or -- yes, yes.
 10:46:44 25 MR. CHATTERJEE: Okay. Why don't

10:58:29 1 generally started as projects and sort of a
 10:58:32 2 small group of people with an idea, and it's
 10:58:38 3 sometimes unclear exactly where, you know,
 10:58:41 4 two months from that -- the start point or
 10:58:43 5 six months from that start point where
 10:58:46 6 exactly the equity will lay. Mr. Zuckerberg
 10:58:49 7 himself has reapportioned equity multiple
 10:58:52 8 times.
 10:58:53 9 So to the extent of talking about
 10:58:57 10 equity shares at that point, it was
 10:59:00 11 premature. However, everything was an equal
 10:59:05 12 partner. Everybody did contribute.
 10:59:07 13 Q. So I want to make sure this is clear. So
 10:59:12 14 was there any discussion about what share of
 10:59:14 15 the partnership Mr. Zuckerberg would have?
 10:59:17 16 A. The specific share, it was premature to
 10:59:21 17 speak about that at that time.
 10:59:22 18 Q. So is the answer to my question no?
 10:59:24 19 A. The answer is that it was premature to speak
 10:59:26 20 about specific shares. Was it understood by
 10:59:31 21 Mr. Zuckerberg that he would get a share?
 10:59:33 22 Yes.
 10:59:34 23 Q. Okay. Did you tell Mr. Zuckerberg how much
 10:59:38 24 of a share of the partnership he would have?
 10:59:41 25 A. Well, there is more --

10:59:43 1 Q. Please just answer the question. It's a yes
 10:59:47 2 or no.
 10:59:47 3 MR. HORNICK: The witness can
 10:59:48 4 answer the question however he wants.
 10:59:49 5 A. Yeah, I mean, you're -- I'm assuming you're
 10:59:53 6 talking about equity share, the multiple
 10:59:55 7 benefits to a project, which could include
 10:59:57 8 prestige, equity. There's multiple levels.
 11:00:01 9 And at that point we had no revenue source,
 11:00:03 10 and the product was far from completion. We
 11:00:06 11 stressed to him multiple times that one of
 11:00:08 12 his major benefits would be a sort of a
 11:00:12 13 reinventing of himself in terms of his
 11:00:14 14 reputation post the Facemash debacle. In
 11:00:20 15 fact, he would be the center point of the
 11:00:21 16 launch, not us, even though it was our idea.
 11:00:23 17 So we did not have specific talks
 11:00:25 18 about equity share, but as I said, he was an
 11:00:28 19 equal partner. Whatever you might want to
 11:00:33 20 infer from the equal partner, be it a
 11:00:35 21 quarter, a quarter, a quarter, that's fine.
 11:00:36 22 Q. Did you tell Mr. Zuckerberg that he would be
 11:00:38 23 an equal partner?
 11:00:39 24 A. I told Mr. Zuckerberg that he was -- we
 11:00:42 25 conveyed to Mr. Zuckerberg that he would be

11:01:42 1 the partnership would be?
 11:01:43 2 A. Other than the fact that he was an equal
 11:01:46 3 partner on ConnectU and given full creative
 11:01:49 4 control and full input into what the product
 11:01:52 5 could and should be, there was not a
 11:01:55 6 specific discussion about specific amounts
 11:01:57 7 of equity at that time.
 11:01:59 8 Q. Was there ever discussions stating that he
 11:02:01 9 was an equal partner?
 11:02:02 10 A. As I said, we invited him to be part of the
 11:02:07 11 team. We invited him to contribute. He
 11:02:09 12 agreed to contribute, end of story.
 11:02:12 13 Q. And where I'm focusing now is the word
 11:02:15 14 "equal."
 11:02:16 15 A. Uh-huh.
 11:02:17 16 Q. So did you ever tell Mr. Zuckerberg he would
 11:02:19 17 be an equal partner?
 11:02:20 18 A. Well, I think the fact that we gave him our
 11:02:24 19 whole source code, gave him creative
 11:02:27 20 control, gave him full, you know -- asked
 11:02:30 21 him for multiple input would certainly lend
 11:02:33 22 to the word "equal." There was no one-way
 11:02:35 23 dialogue. In fact, if anything, it was
 11:02:37 24 skewed in his favor. And so he had more
 11:02:40 25 than enough reason to believe that it was

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11:00:44 1 a part of the HarvardConnection team --
 11:00:46 2 Q. And --
 11:00:48 3 A. -- okay, not a contract programmer.
 11:00:50 4 Q. And did you convey to him what his share of
 11:00:53 5 the partnership would be?
 11:00:54 6 MR. HORNICK: Objection, asked and
 11:00:55 7 answered.
 11:00:55 8 A. As I said before, we did not speak about
 11:00:59 9 specific equity stakes at that point. It
 11:01:01 10 was premature. If, you know -- I might
 11:01:05 11 point out at that time that Mr. Zuckerberg
 11:01:10 12 had yet to make a contribution. So,
 11:01:11 13 generally speaking, you know, in any law
 11:01:14 14 firm, particularly -- you know, I'm sure
 11:01:16 15 your firm works this way -- you work for
 11:01:18 16 seven, eight, ten years and then become a
 11:01:20 17 partner. People don't hand out partnership.
 11:01:22 18 You know, you don't give out equity.
 11:01:25 19 So everybody was aware that they were
 11:01:26 20 on a team, they'd make contributions, and
 11:01:28 21 that depending on the size of the
 11:01:30 22 contribution after a certain time period,
 11:01:33 23 they would be given equity.
 11:01:34 24 Q. Was there ever any discussion at any point
 11:01:38 25 with Mr. Zuckerberg about what his share of

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11:02:42 1 going to be on equal terms, his terms, and
 11:02:46 2 that's as far as really I can comment on
 11:02:49 3 that.
 11:02:49 4 Q. Did he ever tell you that he wanted to be an
 11:02:51 5 equal partner?
 11:02:52 6 A. He never asked for monetary compensation,
 11:02:56 7 and all -- I can't -- what he essentially
 11:03:00 8 agreed to was to contribute to the coding
 11:03:04 9 that he said he would contribute to.
 11:03:06 10 Q. Did he ever agree to take some equity?
 11:03:10 11 A. Again, he agreed to complete a portion of
 11:03:14 12 the website and become part of the team.
 11:03:16 13 Q. And -- but my question is, did he ever agree
 11:03:19 14 to any specific allocation of equity in the
 11:03:21 15 partnership?
 11:03:21 16 A. He did not say, "I need X amount of equity
 11:03:28 17 or amount," no, he didn't say that.
 11:03:30 18 Q. And were there any discussions about
 11:03:31 19 allocation of equity during your
 11:03:33 20 relationship with Mr. Zuckerberg?
 11:03:34 21 A. As I said before, it was premature to talk
 11:03:37 22 about allocation. This was a contribution
 11:03:38 23 basis where, you know, you join a team, you
 11:03:40 24 contribute, and you can reallocate
 11:03:43 25 partnerships. With myself and Tyler and

11:03:46 1 Divya Narendra we didn't allocate
 11:03:48 2 partnership until later on because it was
 11:03:50 3 unclear what our respective contributions
 11:03:53 4 would be.
 11:03:54 5 Q. So that actually raises another issue.
 11:03:56 6 Prior to joining with Mr. Zuckerberg, were
 11:04:01 7 there any discussions between Mr. Tyler
 11:04:04 8 Winklevoss, you, Divya Narendra about how
 11:04:08 9 the equity would be divided?
 11:04:10 10 A. We, again, as I said before, were -- we
 11:04:15 11 operated on an equality basis, and so we had
 11:04:18 12 four individuals with Mark Zuckerberg. When
 11:04:22 13 Mark Zuckerberg decided to -- or effectively
 11:04:25 14 launched Thefacebook, there was three
 11:04:28 15 individuals. At that point there's three
 11:04:30 16 equal partners in the company. Over time
 11:04:32 17 that has clearly changed in terms of the
 11:04:36 18 contributions that individuals have put into
 11:04:37 19 the company.
 11:04:41 20 Q. And with respect to the other programmers
 11:04:43 21 that you had, did you ever discuss giving
 11:04:46 22 them any equity?
 11:04:46 23 A. So Victor Gao was a contract-based
 11:04:51 24 programmer, so he was not interested in
 11:04:53 25 equity. We had offered it. We had

11:06:00 1 (Exhibit No. 3, E-mail dated May 4,
 11:06:00 2 2004, Bates Nos. C003165 - 3166, marked for
 11:06:16 3 identification.)
 11:06:16 4 Q. Mr. Winklevoss, I've handed you a document
 11:06:20 5 that's been marked as C003165 and C003166.
 11:06:31 6 Do you recognize this document?
 11:06:32 7 A. Yes, I do.
 11:06:32 8 Q. And what is this document?
 11:06:33 9 A. This is my mom's incorrect, inaccurate
 11:06:38 10 interpretation of events -- or, rather, the
 11:06:40 11 relationship between ourselves and Mr.
 11:06:42 12 Zuckerberg.
 11:06:42 13 Q. And when you say it's incorrect, what do you
 11:06:47 14 mean?
 11:06:47 15 A. Well, incorrect to the extent that I believe
 11:06:51 16 she misinterpreted it. You know, you can
 11:06:55 17 read yourself with respect to the
 11:07:02 18 relationship between us.
 11:07:03 19 Q. And in the re: line it says, "Took a first
 11:07:07 20 pass: do not suggest he was a partner."
 11:07:13 21 What's that all about?
 11:07:14 22 A. She was under the impression, it was her
 11:07:17 23 belief that he shouldn't have been a partner
 11:07:19 24 and that he was not really part of the
 11:07:24 25 original idea, which is the fact he was not

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11:04:55 1 offered -- you know, we said, "What do you
 11:04:58 2 need to get this done?" And he took money.
 11:05:01 3 That was his deal.
 11:05:02 4 Sanjay was part of the team, as I
 11:05:05 5 said. He contributed, but it became very
 11:05:10 6 evident after a while that he could no
 11:05:12 7 longer contribute. He did not ask to become
 11:05:13 8 a partner. And I think that it was very
 11:05:16 9 clear from both sides and both people's
 11:05:19 10 standpoint that -- we were thankful for the
 11:05:22 11 work that he did, but he wasn't a partner at
 11:05:25 12 that point.
 11:05:25 13 Q. And both of them had access, both Victor Gao
 11:05:29 14 and Sanjay Mavinkurve had access to the
 11:05:32 15 source code, right?
 11:05:35 16 A. Yes, they did, but, you know, the term -- as
 11:05:38 17 I mentioned before, Victor had access on a
 11:05:41 18 contract basis, and Sanjay was on a
 11:05:42 19 contributing basis and gracefully bowed out
 11:05:46 20 and decided that, you know, he couldn't
 11:05:48 21 complete it and that he did not want to be a
 11:05:53 22 partner of the situation.
 11:05:56 23 MR. CHATTERJEE: So let's mark this
 11:05:57 24 as Exhibit No. 3.
 11:06:00 25

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11:07:28 1 originally part of the idea. And she was
 11:07:30 2 incorrect to assume that he was not a
 11:07:31 3 partner. I think she did not like the
 11:07:34 4 symbolic connotation that that word had,
 11:07:37 5 however accurate it may have been.
 11:07:39 6 Q. Did you ever tell her that her understanding
 11:07:41 7 was wrong?
 11:07:42 8 A. Yes. In fact, I believe I told her over the
 11:07:47 9 phone absolutely, but, again, this is my
 11:07:50 10 mother's opinion. And my mother sends me
 11:07:54 11 e-mails all the time that I disagree with.
 11:07:56 12 And to keep up with, you know, replying to
 11:07:59 13 such e-mails is -- can be quite laborious,
 11:08:02 14 so...
 11:08:02 15 Q. So describe these conversations you had with
 11:08:04 16 your mother where you told her she was
 11:08:06 17 wrong.
 11:08:07 18 A. I simply said he actually was a partner and
 11:08:10 19 that, you know, the fact that he was a
 11:08:12 20 partner does necessarily -- you know, it's
 11:08:15 21 clear, though, regardless of that that he
 11:08:17 22 wasn't part of the initial idea and that,
 11:08:19 23 you know, that that was about it, exactly
 11:08:21 24 what I just told you.
 11:08:22 25 Q. And what was her response?

11:08:23 1 A. I mean, I don't recall at the time, but it
 11:08:27 2 doesn't really -- it's not really relevant
 11:08:29 3 what her -- you know, again, it's her
 11:08:31 4 opinion. And it's -- it was inaccurate.
 11:08:35 5 Q. Did she discuss with you at any point why
 11:08:38 6 she believed Mark Zuckerberg was not a
 11:08:41 7 partner?
 11:08:41 8 A. No. As I said before, she simply did not
 11:08:44 9 believe in the symbolic connotation of the
 11:08:46 10 word "partner." She felt that that meant
 11:08:49 11 perhaps that he had been actually at the
 11:08:51 12 inception of the idea which -- so that's
 11:08:55 13 what I said, yeah.
 11:08:56 14 Q. Do you know if Mark Zuckerberg ever produced
 11:09:14 15 any code for the HarvardConnection?
 11:09:15 16 A. I think I answered this question somewhat
 11:09:16 17 before? To our knowledge -- and I'm not a
 11:09:20 18 programmer. To my knowledge, that has been
 11:09:23 19 imparted to me through Victor Gao, Mr.
 11:09:27 20 Zuckerberg duplicated pieces of code on the
 11:09:30 21 date side, renamed them, you know, the
 11:09:34 22 appropriate connect side name -- connect
 11:09:37 23 names, went through the code, looked at it.
 11:09:42 24 Other than that, I don't believe that we
 11:09:45 25 have any -- in our possession any other code

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11:11:05 1 Let's be careful not to get confused
 11:11:07 2 here, though. You know, social network
 11:11:11 3 is -- I'm assuming that you're getting at
 11:11:14 4 what sort of constitutes a social network.
 11:11:16 5 And a social network by definition, as I
 11:11:18 6 mentioned before, constitutes tools that
 11:11:21 7 allow people to connect, okay? What form
 11:11:23 8 those tools might take, you know, is a
 11:11:26 9 different aspect. So in qualifying a social
 11:11:29 10 network, it is tools that allow people to
 11:11:32 11 connect.
 11:11:32 12 Q. Right. And what I'm getting at is what did
 11:11:35 13 you envision as being the mechanism by which
 11:11:40 14 HarvardConnection users would connect?
 11:11:43 15 A. Victor Gao will tell you that the -- I guess
 11:11:46 16 the underlying code, he described it as a
 11:11:49 17 handshake. And as I said, we open up a
 11:11:54 18 connection and users had the requests, and
 11:11:58 19 what was -- you know, who made requests to
 11:12:01 20 them visualized to them.
 11:12:03 21 Q. And what do you mean by "visualized"?
 11:12:05 22 A. Visualized to the extent that there's a
 11:12:10 23 section of the website set out to show you
 11:12:13 24 who made a request and who you made a
 11:12:15 25 request to.

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11:09:47 1 that he would have written. I believe if it
 11:09:49 2 was written, as he stated in his e-mails, I
 11:09:53 3 would like to believe that they're on his --
 11:09:55 4 that they were on his computer, as he said,
 11:09:57 5 that he was preparing them on his computer.
 11:10:04 6 Q. Was the HarvardConnection able to establish
 11:10:08 7 sustained links between two separate users?
 11:10:11 8 A. Sustained, in what reference to --
 11:10:16 9 Q. So let me give you an example. If, for
 11:10:19 10 example, you and I were both participants on
 11:10:23 11 the HarvardConnection, and I sent you a
 11:10:28 12 request and then you responded
 11:10:32 13 affirmatively, would that -- would that
 11:10:34 14 connection that we've just established be
 11:10:36 15 stored through HarvardConnection in any way?
 11:10:38 16 A. As I said before, we visualized connections
 11:10:42 17 that you made and connections that were
 11:10:44 18 requested of you through the website. We
 11:10:47 19 did not visualize those on the user's
 11:10:50 20 profile. But that doesn't -- you know,
 11:10:51 21 that's irrelevant to the question of what
 11:10:54 22 you're saying is did we sustain those
 11:10:56 23 relationships? From a virtual standpoint we
 11:11:00 24 recorded, yes, I would say we sustained them
 11:11:04 25 to that extent.

11:12:16 1 Q. And when the request was accepted, was there
 11:12:19 2 anything on the paper that would indicate
 11:12:23 3 that Person A and Person B are now connected
 11:12:27 4 to each other?
 11:12:28 5 A. Yeah. I believe that when you accepted it,
 11:12:30 6 it would tell you that the person accepted
 11:12:32 7 it and that it would show, you know,
 11:12:35 8 accepted, you know, friend request.
 11:12:38 9 Q. And that would be stored, and every time
 11:12:44 10 someone pulled up their profile it would say
 11:12:47 11 that?
 11:12:47 12 A. I believe so. That's the way we envisioned
 11:12:51 13 it to stay there. I can't -- Victor -- you
 11:12:53 14 know, I can't recall off the top of my head
 11:12:54 15 exactly if that had been implemented yet,
 11:12:55 16 but that was certainly the intent.
 11:12:58 17 Q. And that was -- that was the intent before
 11:13:00 18 Mark Zuckerberg ever started working with
 11:13:01 19 you?
 11:13:02 20 A. Well, yeah. I mean, if you think about --
 11:13:04 21 the date side was theoretically more of a
 11:13:08 22 complete connection, so, yes, that should
 11:13:10 23 have -- that intent should have been in
 11:13:12 24 there. And he would have been aware of
 11:13:13 25 that, you know, if not through us, then

11:13:17 1 through our tutorial that Victor Gao
 11:13:22 2 imparted to him.
 11:13:22 3 Q. Now, you've used this term "date side," and
 1:13:25 4 what was the other side called?
 11:13:26 5 A. Right at -- at that point we labeled sort of
 11:13:30 6 the two different -- we -- at that point in
 11:13:32 7 the development we had those two different
 11:13:34 8 labels for that functionality of connecting.
 11:13:38 9 There's effectively what was labeled a date
 11:13:42 10 and connect side.
 11:13:44 11 Q. Okay. And was that division, a date side
 11:13:47 12 and a professional side, is that
 11:13:48 13 something --
 11:13:48 14 A. No, I didn't say professional.
 11:13:50 15 MR. HORNICK: Objection to the
 11:13:51 16 form.
 11:13:51 17 Q. Oh, I'm sorry.
 11:13:51 18 MR. HORNICK: You missed that
 11:13:52 19 characterization.
 11:13:52 20 Q. The date side and the connect side, were
 11:13:54 21 those -- was that division a trade secret of
 11:13:59 22 ConnectU?
 11:14:00 23 MR. HORNICK: Object that it calls
 11:14:01 24 for a legal conclusion, but you can answer.
 11:14:03 25 A. Again, I don't -- you know, that division

11:15:26 1 compartmentalized what we thought users
 11:15:28 2 might be using those functionalities for at
 11:15:31 3 that time.
 11:15:31 4 Q. So the connect side -- describe what the
 11:15:33 5 connect side functionality was supposed to
 11:15:36 6 be?
 11:15:36 7 A. Well, as I said, the connect side, part of
 11:15:39 8 it is user defined. We give them a search.
 11:15:42 9 We give them the ability to connect. And
 11:15:44 10 what premise they want to connect up is
 11:15:46 11 entirely up to them, really. You know, if
 11:15:49 12 you take your clients' website, there is
 11:15:53 13 multiple different levels. There's a whole
 11:15:55 14 section on a profile that refers to dating.
 11:15:59 15 Q. And I'm not talking about my client's
 11:16:00 16 website.
 11:16:01 17 A. Okay.
 11:16:01 18 Q. I'm talking about your concept.
 11:16:03 19 A. Connect side is a, it's open to
 11:16:09 20 interpretation by the user. We might -- you
 11:16:11 21 know, the user can do whatever premise they
 11:16:13 22 want to connect to people on, be it the
 11:16:15 23 fields, the academic ones that we had.
 11:16:18 24 Potentially it could be a thesis.
 11:16:19 25 Potentially it could be a major, a house,

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11:14:06 1 was -- at that period in time we were trying
 11:14:11 2 to compartmentalize basically the user --
 11:14:16 3 how the users would interpret and use that
 11:14:19 4 function of making a connection. So if that
 11:14:25 5 falls under a trade secret, then perhaps at
 11:14:30 6 the time.
 11:14:30 7 Q. Was it something you were telling other
 11:14:33 8 people about?
 11:14:33 9 A. We didn't really tell people much about
 11:14:37 10 anything, really. We didn't -- I mean,
 11:14:39 11 other than the fact that we were hard at
 11:14:41 12 work in someone's dorm room, there was no
 11:14:44 13 real -- no.
 11:14:45 14 Q. And what was the date side supposed to do?
 11:14:48 15 A. The date side was -- well, again, those were
 11:14:52 16 labels used to describe the connecting
 11:14:55 17 function, and we at that period in time felt
 11:14:59 18 that users would probably most likely use
 11:15:01 19 the site to either effectively connect on a
 11:15:07 20 social dating-type level and connect on more
 11:15:10 21 of a perhaps -- and then connect more on a
 11:15:13 22 casual either -- whether -- be it a casual
 11:15:17 23 and/or an interest-based level or an
 11:15:19 24 academic level or a professional level.
 11:15:21 25 So that's how we ourselves

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11:16:22 1 you name it.
 11:16:24 2 Q. So it was not a tool that was specifically
 11:16:26 3 directed towards helping employers find
 11:16:28 4 students that they might want to hire --
 11:16:30 5 A. It could be used by employers, and it could
 11:16:32 6 be used by students, but it --
 11:16:33 7 Q. Let me finish my question.
 11:16:34 8 MR. HORNICK: Well, let him finish
 11:16:35 9 his answer.
 11:16:36 10 Q. Okay. Go ahead and finish.
 11:16:37 11 A. It could be. As I said before, it's a user-
 11:16:39 12 defined -- these are user-defined sites to a
 11:16:42 13 large extent. So it could be used in that
 11:16:44 14 case, but it also could be used student to
 11:16:47 15 student, alumni to alumni, alumni to
 11:16:50 16 student, student to alumni, employer to
 11:16:53 17 student. You know, you can draw a matrix
 11:16:55 18 and probably come up with 10 different
 11:16:57 19 relationships or uses of the site.
 11:16:58 20 Q. Right. Okay. So my question was, it wasn't
 11:17:03 21 exclusively for the purpose of connecting
 11:17:05 22 employers and students?
 11:17:06 23 A. No, it would not have been exclusively.
 11:17:09 24 There wouldn't have been any indication in
 11:17:10 25 the coding, in the setup -- you know, the

11:17:13 1 profile. If you look at the profile
 11:17:15 2 attributes, there was one profile. And, you
 11:17:17 3 know, if you -- to answer your question, a
 11:17:19 4 student -- you know, whoever set up that
 11:17:22 5 profile could look at another connect
 11:17:24 6 profile, and what they want to make of that
 11:17:26 7 information on some level is entirely up to
 11:17:28 8 them. We can -- we can determine what
 11:17:31 9 information is on that profile, but after
 11:17:33 10 that it's out of our hands.
 11:17:35 11 Q. How long was Mark Zuckerberg a partner with
 11:17:38 12 the HarvardConnection?
 11:17:39 13 A. We invited him to become part of the
 11:17:44 14 project, I believe, November 2003, and
 11:17:50 15 effectively he never terminated his sort
 11:17:53 16 of -- he never terminated. So we are -- I
 11:17:59 17 would say the launch of Thefacebook is
 11:18:01 18 probably the turning point, you know, I
 11:18:03 19 would think.
 11:18:03 20 Q. Did you ever terminate his partnership?
 11:18:05 21 A. Well, I think a better question is, did he
 11:18:10 22 ever fulfill the contribution level that he
 11:18:13 23 agreed to? And he was -- to our knowledge,
 11:18:15 24 we have yet to receive that contribution.
 11:18:17 25 Q. And that's not my question. Did you ever

11:19:09 1 grounds for -- I don't think there's a
 11:19:10 2 relationship there anymore, if that's what
 11:19:14 3 you're asking.
 11:19:15 4 Q. Okay. So that's your answer. The cease and
 11:19:18 5 desist letter effectively threw him out of
 11:19:20 6 the partnership?
 11:19:21 7 MR. HORNICK: Well, I --
 11:19:22 8 A. I think his actions threw him out of the
 11:19:25 9 partnership, and I think the cease and
 11:19:26 10 desist letter illustrated and outlined what
 11:19:28 11 the actions were that he did that would have
 11:19:29 12 effectively thrown him out of the
 11:19:31 13 partnership, yes.
 11:19:32 14 Q. Okay. Was there ever a discussion with you,
 11:19:35 15 Tyler Winklevoss, and Divya Narendra to
 11:19:37 16 throw him out of the partnership?
 11:19:38 17 A. As I said before, you know, I think, his
 11:19:43 18 actions, and we had a discussion about the
 11:19:45 19 actions. We wrote these after the cease and
 11:19:50 20 desist letter, and that effectively -- you
 11:19:51 21 know, I think that that effectively ended
 11:19:54 22 any kind of partnership relationship there.
 11:19:57 23 Q. And who drafted that cease and desist
 11:19:59 24 letter?
 11:19:59 25 A. I primarily drafted it.

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11:18:19 1 terminate the partnership with him?
 11:18:21 2 A. Well, I think the -- you know --
 11:18:24 3 MR. HORNICK: I think you're
 11:18:25 4 putting words into the witness's mouth.
 11:18:27 5 A. Yeah. Again, the question might better be
 11:18:30 6 phrased as, did he complete the sort of
 11:18:34 7 contribution he agreed to that would have
 11:18:36 8 suggested him being an equal partner? And
 11:18:38 9 absolutely not. He -- or maybe he did
 11:18:40 10 complete it, but we don't have it.
 11:18:42 11 Q. Okay. Mr. Winklevoss, you're not answering
 11:18:44 12 my question.
 11:18:45 13 MR. HORNICK: You're giving him an
 11:18:47 14 unfair question, that's why.
 11:18:48 15 MR. CHATTERJEE: Well, and he can
 11:18:49 16 tell me it's an unfair question.
 11:18:51 17 A. So what is the question again? I'm sorry.
 11:18:53 18 Q. Did you ever throw Mr. Zuckerberg out of the
 11:18:56 19 partnership?
 11:18:56 20 A. Well --
 11:18:57 21 Q. Did you ever tell him that?
 11:18:58 22 A. I think the cease and desist letter would
 11:19:00 23 make that pretty evident that he -- you
 11:19:03 24 know, when a partner misappropriates trade
 11:19:05 25 secrets and ideas and stuff, I think that's

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11:20:02 1 Q. Did you get input from Mr. Narendra?
 11:20:04 2 A. No. He's not a lawyer. He's not -- he has
 11:20:07 3 no legal training.
 11:20:09 4 Q. When you say you primarily drafted it --
 11:20:12 5 A. I wrote it.
 11:20:12 6 Q. Did anyone else look at it or give you
 11:20:14 7 feedback?
 11:20:14 8 A. The only other people would have been
 11:20:16 9 counsel, and I can't really divulge what
 11:20:20 10 their feedback would have been.
 11:20:25 11 Q. Right, okay. So you had conversations with
 11:20:26 12 counsel about your letter? I'm not going to
 11:20:28 13 go any deeper than that. I just want to
 11:20:31 14 know if you did.
 11:20:32 15 MR. HORNICK: Well, "conversations"
 11:20:32 16 is -- I have to object to the form of the
 11:20:34 17 question.
 11:20:34 18 Q. Did you meet with counsel to discuss your
 11:20:36 19 letter?
 11:20:36 20 A. There was discourse between the counsel and
 11:20:39 21 some sort of communication line that would
 11:20:40 22 have helped me draft the letter, but I don't
 11:20:43 23 have legal --
 11:20:44 24 Q. Was it the Finnegan Henderson firm or
 11:20:47 25 someone else?

11:20:47 1 A. It was another counsel.
 11:20:48 2 Q. And who was that?
 11:20:49 3 A. Rodney Vessels.
 11:20:51 4 Q. And where is Mr. Vessels?
 11:20:52 5 A. In terms of -- what do you mean "where"?
 11:20:56 6 Q. Where is he located?
 11:20:57 7 A. He's located in Connecticut, Greenwich,
 11:21:01 8 Connecticut.
 11:21:01 9 Q. Who is Joseph Jackson?
 11:21:02 10 A. Joseph Jackson is another programmer that
 11:21:05 11 was brought on. Victor suggested we
 11:21:07 12 contract him with Victor to help Victor do
 11:21:11 13 some of the stuff.
 11:21:12 14 Q. And when was he contracted?
 11:21:13 15 A. I believe in -- it would have been in the
 11:21:19 16 fall before meeting Mark Zuckerberg.
 11:21:28 17 Q. So that -- so Mr. Jackson was -- you talked
 11:21:36 18 to Mr. Jackson before meeting with Mr.
 11:21:38 19 Zuckerberg?
 11:21:39 20 A. I believe so, yeah.
 11:21:40 21 Q. Okay. And was he ever contracted with you?
 11:21:43 22 A. As I said, he was a contract employer, yeah.
 11:21:45 23 Q. Okay. And what were his -- what was his
 11:21:47 24 job?
 11:21:47 25 A. I don't remember specifically. I believe he

11:22:51 1 only met with Joseph Jackson once or twice?
 11:22:55 2 A. Yeah. He was a -- he was not a heavy
 11:23:01 3 contributor. I think he helped Victor with
 11:23:04 4 one or two issues, and that was about it.
 11:23:06 5 Q. And how much did you pay him?
 11:23:09 6 A. I forget the hourly rate. I think it was
 11:23:12 7 fairly reasonable for a college level
 11:23:14 8 programmer. Again, it would be speculation.
 11:23:17 9 I would say we might have paid him a couple
 11:23:22 10 hundred dollars, if that.
 11:23:23 11 Q. And was his hourly rate like \$20 an hour?
 11:23:26 12 A. It might have been something in that
 11:23:27 13 ballpark, maybe a little bit less. Again,
 11:23:29 14 he's a junior in college -- or at that time
 11:23:32 15 I believe he was a junior. And that's about
 11:23:37 16 market rate, I would say.
 11:23:39 17 MR. CHATTERJEE: Let me just check.
 11:23:41 18 How close are we to finishing on time?
 11:23:43 19 THE VIDEOGRAPHER: We have 40
 11:23:44 20 minutes left on the tape.
 11:23:50 21 MR. CHATTERJEE: Okay.
 11:23:51 22 BY MR. CHATTERJEE:
 11:23:51 23 Q. Did you ever tell Mr. Jackson he should keep
 11:23:54 24 the information confidential and not share
 11:23:55 25 it with others?

11:21:51 1 was helping Victor finish off part of the
 11:21:54 2 date side of the site. I believe he was
 11:21:58 3 helping him maybe with some of the back-end
 11:22:00 4 functionality of the website. Other than
 11:22:07 5 that, I can't comment specifically.
 11:22:10 6 Q. Did you ever meet with Mr. Jackson?
 11:22:11 7 A. I did.
 11:22:13 8 Q. When was that meeting?
 11:22:13 9 A. Roughly the same time. Again, I don't know
 11:22:15 10 the date. A lot of -- a lot of -- Victor
 11:22:18 11 would have brought Mr. Jackson up to speed
 11:22:20 12 in terms of the coding. I would have met
 11:22:23 13 him and, you know, introduced myself and
 11:22:25 14 told him that I appreciated his effort. But
 11:22:27 15 other than that, Victor was pretty much in
 11:22:30 16 charge of bringing him up to speed.
 11:22:32 17 Q. And do you know if Mr. Mavinkurve or Tyler
 11:22:34 18 Winklevoss ever met with Joe Jackson?
 11:22:37 19 A. I don't believe so. Mr. -- yeah, Mr.
 11:22:39 20 Mavinkurve would not have, and Tyler I
 11:22:42 21 don't -- Tyler may have met him, sort of
 11:22:44 22 introduced himself, but, again, not a
 11:22:46 23 meeting sort of in terms of coding and
 11:22:48 24 whatnot.
 11:22:48 25 Q. So to the best of your recollection, you

11:23:56 1 A. It was clear that he was on a contract basis
 11:24:03 2 and that he should complete his portion, and
 11:24:07 3 Victor -- were it not I, Victor would have
 11:24:13 4 certainly told him this is a project that
 11:24:14 5 should not be talked about.
 11:24:16 6 Q. Did you ever tell him that?
 11:24:17 7 A. I don't recall if I told him, but Victor I
 11:24:21 8 think most certainly would have.
 11:24:23 9 Q. And did Victor tell you, Tyler Winklevoss or
 11:24:28 10 Cameron -- or Divya Narendra that he
 11:24:31 11 informed Mr. Jackson of his confidentiality
 11:24:34 12 obligations?
 11:24:35 13 A. I don't recall. I don't know. I can't say
 11:24:39 14 specifically if -- to my recollection, Mr.
 11:24:46 15 Gao would probably be a better individual to
 11:24:49 16 ask on that term, but I think it was fairly
 11:24:51 17 understood, and just like Victor brought
 11:24:53 18 Mark up to speed in terms of proprietary
 11:24:58 19 information, he would have done so with Joe
 11:25:00 20 as well.
 11:25:00 21 Q. So is it ConnectU's testimony that Mr.
 11:25:06 22 Jackson was or was not told?
 11:25:07 23 A. I believe that he understood that it was
 11:25:10 24 proprietary information, is ConnectU's
 11:25:14 25 position.

11:25:14 1 Q. The term "understood" is a confusing thing
 11:25:15 2 to me. Was he told --
 11:25:17 3 MR. HORNICK: Well, it's not a
 11:25:18 4 confusing word. Don't say that.
 11:25:20 5 A. How so?
 11:25:21 6 MR. HORNICK: Just ask your
 11:25:22 7 question.
 11:25:22 8 Q. Well, did somebody tell him that he
 11:25:24 9 shouldn't share it with other people?
 11:25:25 10 A. Well, "understood" sort of implies that
 11:25:27 11 either -- you can read it, you can hear it,
 11:25:28 12 you can understand it. It's ConnectU's
 11:25:34 13 position that he understood it. And how he
 11:25:37 14 understood it, I can't tell you exactly what
 11:25:40 15 neurons were firing in his brain that day
 11:25:42 16 that, you know, specifically gave him the
 11:25:45 17 inclination.
 11:25:46 18 Again, Victor was present at a lot of
 11:25:48 19 those meetings. Victor was absolutely aware
 11:25:51 20 of the proprietary information, and he would
 11:25:54 21 have made Joe Jackson aware of that, just
 11:25:58 22 like he made Mr. Zuckerberg aware of that.
 11:26:00 23 Q. So let me just ask it again. Does ConnectU
 11:26:05 24 know if Mr. Jackson was told to keep the
 11:26:07 25 information confidential?

11:27:03 1 programming problem sets, I don't think
 11:27:05 2 their teachers have to tell them that what
 11:27:08 3 you write is their code and that you
 11:27:11 4 shouldn't take code from a classmate or
 11:27:14 5 that, you know, you shouldn't copy, just
 11:27:16 6 like you don't copy a term paper. It's an
 11:27:19 7 understood thing in the academic community.
 11:27:21 8 Teachers don't have to say that. It's sort
 11:27:23 9 of a bylaw of any kind of coding.
 11:27:25 10 There's open source, and then there's
 11:27:27 11 closed source. And closed source is
 11:27:29 12 proprietary information. And closed source
 11:27:34 13 is anything that's not made public purposely
 11:27:36 14 or -- you know, for that matter.
 11:27:38 15 So we're talking about sort of nuances
 11:27:41 16 and this and that, but the fact of the
 11:27:42 17 matter is these are programming individuals,
 11:27:45 18 and they understood that it was proprietary
 11:27:48 19 information. That's our position.
 11:27:49 20 Q. Have you -- I might have asked you this
 11:27:52 21 before. I don't recall. Have you ever
 11:27:53 22 taken a programming course?
 11:27:54 23 MR. HORNICK: Yes, you asked that.
 11:27:57 24 Asked and answered.
 11:27:57 25 A. Yes. Asked and answered. And the answer

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11:26:08 1 A. It's ConnectU's position that Mr. Jackson
 11:26:11 2 understood that it was proprietary
 11:26:12 3 information.
 11:26:12 4 Q. Okay. But you don't know if he was actually
 11:26:14 5 told?
 11:26:14 6 A. It's our position. Again, how he got that
 11:26:20 7 understanding, I don't -- you know, it's not
 11:26:22 8 for me to sort of speculate on, but it's our
 11:26:26 9 position that he's -- he had that
 11:26:27 10 understanding.
 11:26:28 11 Q. That he had that understanding, but you
 11:26:31 12 don't know whether he was told or he just
 11:26:32 13 knew it or what?
 11:26:33 14 A. I would assume that he was told, but, again,
 11:26:36 15 that -- you know, who he got that
 11:26:38 16 understanding -- you know, a lot of
 11:26:40 17 programmers get understanding when you give
 11:26:42 18 them a block of code and you say, "This is
 11:26:44 19 code that I own, and this is a project that
 11:26:47 20 we're launching," and, you know, that alone
 11:26:49 21 for many people is a threshold for IP.
 11:26:52 22 You know, programmers don't -- you
 11:26:55 23 know, especially people like Mr. Zuckerberg
 11:26:59 24 who are involved in an academic programming
 11:27:01 25 environment where they have to do

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11:27:58 1 is, no, I have not taken a programming
 11:28:00 2 class, but that doesn't necess -- that
 11:28:01 3 doesn't actually prevent me from
 11:28:05 4 understanding and knowing the -- sort of the
 11:28:07 5 bylaws and the codes of context in any
 11:28:10 6 academic setting, including programming.
 11:28:13 7 Q. Now, the HarvardConnection activity, was it
 11:28:16 8 a business or an academic setting or both?
 11:28:19 9 A. Well, it was a business setting, absolutely.
 11:28:21 10 But when I was referencing the CS department
 11:28:26 11 at Harvard, for example, that's a little bit
 11:28:28 12 of both. It's both an academic and it's an
 11:28:32 13 IP, you know, informational property
 11:28:35 14 situation. Code is people's academic
 11:28:37 15 property. Code is proprietary unless you
 11:28:40 16 say otherwise, okay?
 11:28:42 17 Q. Let's talk about Victor Gao. So after
 11:28:48 18 Sanjay Mavinkurve leaves to go work for
 11:28:52 19 Google, what happens after that?
 11:28:53 20 A. We basically asked Victor -- I believe Divya
 11:29:00 21 invited Victor to help us out, and Victor,
 11:29:04 22 we contracted him.
 11:29:04 23 Q. And what was the state of development at the
 11:29:08 24 time Sanjay Mavinkurve left?
 11:29:10 25 A. I can't say specifically, again, because I'm

11:29:13 1 not a programmer and I wasn't diving into
 11:29:15 2 the code, but I believe at that time Sanjay
 11:29:20 3 had done more front-end work and had not
 1:29:23 4 linked in so much of the back end or created
 11:29:26 5 the database.
 11:29:29 6 Q. So he had created the user interface?
 11:29:32 7 A. I believe he created -- a lot of his
 11:29:36 8 contribution was based around the user
 11:29:37 9 interface.
 11:29:43 10 Q. Are you claiming that the user interface was
 11:29:45 11 a trade secret of ConnectU?
 11:29:50 12 MR. HORNICK: Object to the extent
 11:29:50 13 it calls for a legal conclusion, but you can
 11:29:52 14 answer.
 11:29:52 15 A. Certainly these -- well, if you look at --
 11:30:01 16 to take an example, you know, Amazon has
 11:30:06 17 one-click ordering, and that's a trade
 11:30:10 18 secret, you know, and that is a layout
 11:30:12 19 situation, you know, two clicks versus one
 11:30:15 20 click. I would say that our layout could
 11:30:17 21 have had proprietary stuff with it. It's
 11:30:21 22 possible.
 11:30:30 23 Q. Do you remember anything specific about the
 11:30:32 24 user interface that Sanjay Mavinkurve
 11:30:34 25 created that you would claim is a trade

11:31:59 1 a -- well, I want to go through this first.
 11:32:00 2 Q. So if you can read Paragraph 16, and let me
 11:32:03 3 know when you're done.
 11:32:04 4 A. Okay.
 11:32:04 5 (Witness reviews document.)
 11:32:38 6 A. Yes.
 11:32:38 7 Q. So if you look at Paragraph 16, in the
 11:32:41 8 second sentence the complaint states, "In
 11:32:44 9 that capacity, he was entrusted with
 11:32:46 10 Plaintiff's business management information
 11:32:48 11 and procedures, including the descriptions
 11:32:50 12 of the website's business model, various
 11:32:53 13 functionality and content concepts, and the
 11:32:56 14 type of information that would be collected
 11:32:58 15 from users."
 11:32:59 16 A. Uh-huh.
 11:33:00 17 MR. HORNICK: Just for the record,
 11:33:00 18 you know, counsel wrote that, and that
 11:33:03 19 sentence is going to be amended.
 11:33:04 20 MR. CHATTERJEE: Do you want to
 11:33:05 21 tell me what it's going to be?
 11:33:07 22 MR. HORNICK: I don't know what
 11:33:07 23 it's going to say yet.
 11:33:08 24 MR. CHATTERJEE: Okay.
 11:33:12 25 Q. So, Mr. Winklevoss --

11:30:38 1 secret?
 11:30:38 2 A. To the extent that a user registers for the
 11:30:47 3 website, can log in and out, I think that --
 11:30:52 4 you know, I'm not an expert, again, and I
 11:30:55 5 don't know exactly what constitutes user
 11:30:58 6 interface trade secrets, but there could
 11:31:02 7 very well have been trade secrets on that
 11:31:03 8 site in terms of the user interface.
 11:31:07 9 Q. But you don't remember anything
 11:31:09 10 specifically?
 11:31:09 11 A. Well, as my counsel said, I'm not really
 11:31:12 12 qualified to say what is and what isn't. So
 11:31:15 13 it's not really a matter of remembering,
 11:31:17 14 it's a matter of knowing.
 11:31:19 15 Q. So --
 11:31:19 16 A. So if you ask me a specific question, again,
 11:31:21 17 with the interface, I can give you an answer
 11:31:24 18 yes or no.
 11:31:26 19 Q. Okay. Why don't you take Exhibit No. 2 and
 11:31:33 20 turn to Paragraph 16.
 11:31:41 21 MR. HORNICK: I should state for
 11:31:41 22 the record that we're probably going to
 11:31:44 23 amend Paragraphs 16 and 17 the next time we
 11:31:47 24 amend.
 11:31:47 25 MR. CHATTERJEE: Okay. Let me ask

11:33:14 1 A. Uh-huh.
 11:33:14 2 Q. -- the phrase "Plaintiff's business
 11:33:18 3 management information and procedures,
 11:33:20 4 including the description" -- "descriptions
 11:33:22 5 of the website's business model" --
 11:33:26 6 A. Uh-huh.
 11:33:26 7 Q. -- could you please tell me what the
 11:33:28 8 confidential information that was entrusted
 11:33:30 9 to Mark Zuckerberg was related to
 11:33:34 10 plaintiff's business management information
 11:33:36 11 and procedures, including the descriptions
 11:33:38 12 of the website's business model?
 11:33:41 13 MR. HORNICK: Objection, asked and
 11:33:42 14 answered. You can answer it again.
 11:33:42 15 A. Yeah, again, this is going to be amended,
 11:33:44 16 but I believe I've answered each one of
 11:33:47 17 these pieces. The procedures -- the
 11:33:53 18 business procedures I think would have
 11:33:54 19 related to what I have described as the
 11:33:57 20 marketing and the rollout of the site which
 11:33:59 21 would have started at one campus and gone to
 11:34:02 22 many. In terms of the functionality, we've
 11:34:06 23 gone over that. And the business model, I'm
 11:34:10 24 not sure we've touched on this, but it was
 11:34:12 25 clear that we would start at one school and

11:34:15 1 that traffic equals revenue, and that the
 11:34:19 2 most obvious and simple model would have
 11:34:22 3 been advertising. And Mr. Gao basically
 11:34:28 4 emphasizes a great deal to Mr. Zuckerberg
 11:34:31 5 the ability to, you know, advertise to such
 11:34:34 6 a demographic in terms of business model.
 11:34:47 7 Q. And that's everything about the business
 11:34:50 8 management and procedures, including --
 11:34:52 9 A. I think that would be most of it.
 11:34:54 10 Q. Okay. And the various -- is there anything
 11:34:56 11 that you can remember that you haven't said?
 11:34:59 12 A. Other than what I've really -- we've gone
 11:35:04 13 over before about sort of what aspects we
 11:35:06 14 thought that were proprietary.
 11:35:07 15 Q. And the various functionality and content
 11:35:13 16 concepts, what were those?
 11:35:15 17 MR. HORNICK: Objection, asked and
 11:35:15 18 answered. You can answer it again.
 11:35:17 19 A. Again, the content would have been whatever
 11:35:19 20 content necessary to create an on-line
 11:35:22 21 community for multiple purposes or, as your
 11:35:26 22 client described, as a unique utility for
 11:35:29 23 the college level, be it education fields,
 11:35:32 24 house, dorm, the dot-edu e-mail extension
 11:35:37 25 functionality being allowing individuals to

11:37:04 1 Q. And as you sit here today, you've said
 11:37:06 2 everything that you recall as far as --
 11:37:08 3 A. Yeah, as best as I can recall, that type of
 11:37:11 4 content would have been very relative to
 11:37:15 5 this type of website.
 11:37:18 6 Q. Okay. Now, if you look at the following
 11:37:20 7 sentence, it says, "Zuckerberg understood
 11:37:22 8 that this business management information
 11:37:25 9 and procedures were secret and agreed to
 11:37:30 10 keep them confidential."
 11:37:31 11 Do you see that?
 11:37:32 12 A. Uh-huh.
 11:37:32 13 Q. Could you explain to me how he understood
 11:37:38 14 that?
 11:37:39 15 MR. HORNICK: Objection, asked and
 11:37:40 16 answered. You can answer it again.
 11:37:41 17 A. Yeah, I mean, we went over this sort of with
 11:37:43 18 the whole code tangent, but it's actually --
 11:37:51 19 your client has, himself, acknowledged his
 11:37:55 20 agreement and understanding of our business
 11:37:57 21 model, the ability to go to -- the idea of
 11:38:01 22 starting at one school and branching out to
 11:38:03 23 other schools. He's acknowledged that, and
 11:38:06 24 he's also acknowledged the importance of
 11:38:08 25 first-mover advantage. So as far as I know,

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11:35:38 1 connect or, rather, nodes to essentially tie
 11:35:45 2 and connect to each other, creating an
 11:35:47 3 on-line community.
 11:35:48 4 Q. All right. And what about the type of
 11:36:02 5 information that would be collected from
 11:36:03 6 users?
 11:36:04 7 A. As I mentioned before, it would be any type
 11:36:06 8 of information that would help bring a
 11:36:10 9 community to the college level. So if
 11:36:14 10 that's where their dorm is, what their major
 11:36:17 11 is, what their thesis description is, what
 11:36:20 12 their dating preferences are, what their
 11:36:23 13 interests are, those would be that type of
 11:36:25 14 content.
 11:36:39 15 Q. Other than these categories that are
 11:36:41 16 identified here, are you aware of any other
 11:36:42 17 categories that would be -- that ConnectU
 11:36:47 18 would consider is confidential information?
 11:36:50 19 MR. HORNICK: Object to
 11:36:52 20 "categories." You can answer.
 11:36:53 21 A. I think that I've gone over some of the main
 11:36:56 22 core things. My -- you know, I don't have a
 11:36:58 23 photographic memory. There might be some
 11:37:00 24 other content that I, you know, left out or
 11:37:03 25 can't quite recall right now.

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11:38:12 1 it's really -- he's already acknowledged the
 11:38:16 2 understanding.
 11:38:18 3 Q. So what were the conversations between
 11:38:20 4 ConnectU or HarvardConnection and Mark
 11:38:21 5 Zuckerberg about confidentiality?
 11:38:23 6 A. I think we've already gone over this.
 11:38:28 7 Again, I can further highlight -- we have
 11:38:33 8 multiple e-mails where we're stressing to
 11:38:36 9 get it out in a timely manner, we need to
 11:38:40 10 launch, we need to get it first to market,
 11:38:43 11 illustrating that -- you know, the advantage
 11:38:44 12 of a first-mover advantage in terms of
 11:38:48 13 getting the site out. And he was fully
 11:38:49 14 aware of that, and he acknowledged that.
 11:38:51 15 And we already talked about his
 11:38:54 16 understanding of what proprietary
 11:38:58 17 information is and what it -- what was and
 11:38:59 18 what wasn't.
 11:39:03 19 Q. Okay. I'm asking a really simple question.
 11:39:07 20 A. Uh-huh.
 11:39:07 21 Q. What were the discussions between ConnectU
 11:39:09 22 or HarvardConnection principals, you, Divya
 11:39:12 23 Narendra and Tyler Winklevoss, and Mr.
 11:39:16 24 Zuckerberg about confidentiality of the
 11:39:18 25 information?

11:39:19 1 MR. HORNICK: Objection, asked and
 11:39:20 2 answered. You can answer it again.
 11:39:21 3 A. Yeah, I mean, I think he understood that,
 11:39:27 4 you know, in our meetings and through our
 11:39:30 5 stressing of the fact that it, you know,
 11:39:32 6 it's a -- and Victor Gao would have also
 11:39:35 7 stressed it multiple times to him as well,
 11:39:38 8 that this is not a concept that is in the
 11:39:40 9 public domain, it has yet to be done before,
 11:39:44 10 we invested time and money into this code,
 11:39:46 11 and that it's proprietary, and --
 11:39:48 12 Q. Did you ever tell him that?
 11:39:50 13 A. Did I specifically say -- what do you mean?
 11:39:54 14 Tell him what?
 11:39:54 15 Q. Did you specifically tell Mark Zuckerberg,
 11:39:56 16 "Don't tell anyone about this information or
 11:39:59 17 about this business model"?
 11:40:01 18 A. Well, I think the question should be did
 11:40:02 19 ConnectU tell him?
 11:40:04 20 Q. Well, I'm going to break it down to the
 11:40:06 21 various people who own ConnectU.
 11:40:07 22 A. Well, is ConnectU being deposed, or is
 11:40:10 23 Cameron Winklevoss being deposed?
 11:40:11 24 Q. I'm asking you. He can object that it's
 11:40:15 25 outside the scope. I'm asking, did you?

11:41:21 1 aspect and the whole collage, you're taking
 11:41:24 2 a snippet out of one situation.
 11:41:26 3 Q. Well, I'm trying to -- okay. So in the
 11:41:28 4 e-mails was there any statement, "Don't tell
 11:41:32 5 anyone about this," that exact statement?
 11:41:34 6 A. The exact statement, "Don't tell anyone
 11:41:37 7 about this"? The exact words "Don't tell
 11:41:41 8 anyone about this," I don't believe there
 11:41:43 9 were those exact words in an e-mail.
 11:41:44 10 Q. Anything like that?
 11:41:45 11 A. As I said --
 11:41:46 12 MR. HORNICK: Object to the form of
 11:41:46 13 the question.
 11:41:46 14 A. -- there's a collage of stressed importance
 11:41:51 15 towards launching the site first, towards
 11:41:54 16 the fact that source code is proprietary,
 11:41:59 17 the fact that he's a partner of a group.
 11:42:01 18 There's any -- there's innumerable accounts
 11:42:04 19 of it.
 11:42:04 20 MR. CHATTERJEE: Let's mark this as
 11:42:07 21 Exhibit No. 4.
 11:42:07 22 (Exhibit No. 4, E-mails, Bates Nos.
 11:42:21 23 C004577 - 4631, marked for identification.)
 11:42:21 24 MR. HAWK: Neel, do you have an
 11:42:22 25 extra one?

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11:40:17 1 A. Did I personally? In various e-mails I
 11:40:20 2 stressed the necessity of this site needing
 11:40:22 3 to get out before market, before other
 11:40:25 4 sites, and that it would be confidential,
 11:40:27 5 yes.
 11:40:28 6 Q. Isn't it true that in no e-mail that was
 11:40:31 7 ever exchanged between you and Mark
 11:40:34 8 Zuckerberg was it stated, "Don't tell anyone
 11:40:37 9 else about this information"?
 11:40:40 10 MR. HORNICK: Objection to the form
 11:40:41 11 of the question. Did it say those exact
 11:40:43 12 words? Is that your question?
 11:40:44 13 MR. CHATTERJEE: Yes.
 11:40:44 14 A. There is a collage of e-mails and
 11:40:47 15 correspondence that absolutely point to an
 11:40:51 16 understanding and a forceful imparting of
 11:40:57 17 the idea of confidential information. And
 11:41:00 18 as I said before, Victor Gao had a two-hour
 11:41:03 19 tutorial with Mr. Zuckerberg, two-hour
 11:41:06 20 tutorial at the computer, you know, with
 11:41:08 21 him, explaining to him the whole concept and
 11:41:10 22 the whole idea behind HarvardConnection.
 11:41:13 23 So if you want to break it down, well,
 11:41:16 24 did -- was it -- there a specific e-mail or
 11:41:20 25 versus the whole, you know, conversation

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11:42:23 1 MR. CHATTERJEE: Yeah.
 11:42:25 2 MR. HORNICK: I'll just object for
 11:42:26 3 the record that this exhibit seems to be
 11:42:29 4 about 50 or so unrelated documents, meaning
 11:42:31 5 that there are 50 separate documents.
 11:42:32 6 MR. CHATTERJEE: Right. And that's
 11:42:34 7 fine.
 11:42:38 8 BY MR. CHATTERJEE:
 11:42:39 9 Q. These documents, Mr. Winklevoss, were
 11:42:41 10 produced by your counsel and at least appear
 11:42:44 11 to be all the conversations between you and
 11:42:45 12 Mr. Zuckerberg.
 11:42:46 13 A. All of the e-mail conversations.
 11:42:47 14 Q. All of the e-mail conversations. Could you
 11:42:52 15 take a look through them, and we can take a
 11:42:55 16 break if necessary, and tell me where in
 11:42:57 17 these documents Mr. Zuckerberg is instructed
 11:43:00 18 in any way not to tell anyone else about it?
 11:43:03 19 MR. HORNICK: The witness has
 11:43:04 20 already answered that question at least four
 11:43:06 21 times.
 11:43:06 22 A. Yeah, I mean, again, I don't have to
 11:43:09 23 actually -- you know, to answer your
 11:43:10 24 question, I don't even have to point to any
 11:43:12 25 specific instance where I instructed him. I

11:43:14 1 have to point to the fact that he
 11:43:17 2 acknowledged a marketing rollout plan, that
 11:43:21 3 he acknowledged first-mover advantage, that
 11:43:25 4 he acknowledges that source code is
 11:43:27 5 proprietary information. I mean, your
 11:43:29 6 defendant is doing the talking.
 11:43:31 7 Q. And I'm asking you to identify where in
 11:43:33 8 these documents the acknowledgment of
 11:43:36 9 confidentiality and not sharing the
 11:43:40 10 information with others is reflected.
 11:43:41 11 A. Well, how is that relevant to the threshold
 11:43:44 12 of confidential --
 11:43:45 13 MR. HORNICK: Cameron, you have to
 11:43:46 14 answer the question --
 11:43:46 15 Q. You have to answer the question.
 11:43:48 16 MR. HORNICK: -- but I will say
 11:43:48 17 that it's asked and answered because the
 11:43:49 18 witness has told you four times that it's
 11:43:51 19 the entire collection of documents in answer
 11:43:51 20 to the question.
 11:43:51 21 MR. CHATTERJEE: Well, I --
 11:43:52 22 MR. HORNICK: You just don't listen
 11:43:53 23 to him, and you don't like it, but that's
 11:43:54 24 his answer.
 11:43:55 25 MR. HAWK: No, he doesn't answer

11:45:25 1 MR. CHATTERJEE: We can go off the
 11:45:26 2 record and the video while he's looking
 11:45:28 3 through these documents.
 11:45:29 4 Q. And you can let us know when you're --
 11:45:30 5 MR. CHATTERJEE: Actually, let's
 11:45:30 6 just keep it on. We'll just keep it on.
 11:45:34 7 (Witness reviews documents.)
 11:45:54 8 MR. HORNICK: I have to state for
 11:45:55 9 the record this is not a complete set of
 11:45:56 10 e-mails.
 11:45:56 11 MR. CHATTERJEE: Okay.
 11:46:02 12 (Witness reviews documents.)
 11:46:15 13 MR. CHATTERJEE: Counsel, do you
 11:46:16 14 know which e-mail is missing?
 11:46:17 15 MR. HORNICK: Everything prior to
 11:46:18 16 November 25th is missing.
 11:46:20 17 MR. CHATTERJEE: Okay.
 11:46:23 18 MR. HORNICK: There may be others,
 11:46:25 19 but I may not be able to identify them.
 11:46:40 20 They were all produced, too.
 11:46:45 21 (Witness reviews documents.)
 11:46:50 22 A. Well, I mean, I think one point is that your
 11:46:53 23 client says, "I began working on
 11:46:55 24 Thefacebook, using none of the same code nor
 11:46:58 25 functionality that is present in

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11:43:56 1 the question. That's the big problem in his
 11:43:59 2 deposition so far is that he's not answering
 11:44:01 3 the questions that are asked.
 11:44:02 4 MR. HORNICK: I think he's answered
 11:44:04 5 every question very thoroughly.
 11:44:06 6 MR. HAWK: And --
 11:44:06 7 MR. CHATTERJEE: Hold on, counsel.
 11:44:08 8 I appreciate your comments, Mr. Hawk. I
 11:44:12 9 frankly agree with them.
 11:44:12 10 BY MR. CHATTERJEE:
 11:44:13 11 Q. We may be back here asking the Judge to
 11:44:14 12 actually have the deposition taken in his
 11:44:15 13 courtroom because you aren't answering my
 11:44:17 14 questions. That aside, that's an issue for
 11:44:19 15 another day. Right now I'm just asking you
 11:44:23 16 a very simple question. Where in these
 11:44:25 17 e-mails is it reflected, if anywhere, that
 11:44:28 18 Mr. Zuckerberg understood the information
 11:44:29 19 was to be kept confidential?
 11:44:31 20 MR. HORNICK: Asked and answered.
 11:44:34 21 A. So, well, in the -- does this have --
 11:44:38 22 Q. If you look at the bottom, there's a
 11:44:40 23 numbering scheme.
 11:44:43 24 A. All right.
 11:45:09 25 (Witness reviews documents.)

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11:46:59 1 HarvardConnection."
 11:47:00 2 Now --
 11:47:01 3 Q. What page is that?
 11:47:02 4 A. This is Page 4630. Why would he -- why
 11:47:08 5 would he say that, and why would he not use
 11:47:11 6 the coding functionality if he didn't
 11:47:14 7 believe it was proprietary?
 11:47:16 8 Q. Okay.
 11:47:16 9 A. So I think, you know, that speaks -- and,
 11:47:17 10 again, that's your defendant's -- your
 11:47:21 11 defendant's words.
 11:47:23 12 Q. And anything else you can identify?
 11:47:25 13 A. I think I've answered the question.
 11:47:28 14 Q. Well, other than that one statement, is
 11:47:30 15 there anything else you can identify in what
 11:47:31 16 I've marked as Exhibit 4?
 11:47:32 17 A. If you want me to go through these and sort
 11:47:34 18 of look a little bit more thoroughly, that's
 11:47:37 19 the first thing that popped out. I think it
 11:47:40 20 sufficiently answers the question.
 11:47:42 21 Q. Sure. Why don't you look through it more
 11:47:44 22 thoroughly and see if there's anything else.
 11:47:46 23 A. To really, you know, more thoroughly sort of
 11:47:51 24 hammer it home, Victor Gao, again, in
 11:47:54 25 multiple conversation -- you know, a

11:47:56 1 two-hour conversation imparted to Mark the
 11:47:59 2 sort of the proprietary nature of the
 11:48:02 3 website. So I really don't think it's
 11:48:03 4 necessary.

11:48:05 5 MR. HORNICK: I'll say that your
 11:48:07 6 question is reaching the oppressive level
 11:48:09 7 under the Federal Rules.

11:48:12 8 MR. CHATTERJEE: You can seek a
 11:48:15 9 protective order if you think it's
 11:48:16 10 oppressive. I'm just asking --

11:48:18 11 MR. HORNICK: I can stop it under
 11:48:19 12 that basis, if you read the rule.

11:48:22 13 MR. CHATTERJEE: If you want to
 11:48:24 14 stop it, stop it.

11:48:24 15 MR. HORNICK: I don't want to, no.
 11:48:26 16 I want to give you your full day.

11:48:26 17 A. And I'd like you to be --

11:48:26 18 MR. HORNICK: I suggest you move
 11:48:26 19 on. The witness has answered your question,
 11:48:26 20 many times.

11:48:31 21 MR. CHATTERJEE: I actually asked
 11:48:31 22 him to identify everywhere in these
 11:48:32 23 documents --

11:48:33 24 MR. HORNICK: And he told you the
 11:48:33 25 whole set of documents, and I told you the

11:49:25 1 collection? There's nothing specifically in
 11:49:26 2 any individual --
 11:49:27 3 A. I just showed you a specific instance. That
 11:49:29 4 was the fact that he didn't use our code and
 11:49:31 5 functionality in a site indicates an
 11:49:34 6 understanding, as I've said before, of the
 11:49:35 7 proprietary nature of the code, the
 11:49:37 8 functionality and the business ideas
 11:49:40 9 surrounding the site.

11:49:40 10 Q. Okay. And Mr. Winklevoss, other than that
 11:49:42 11 one instance, are there any other specific
 11:49:44 12 instances where you can say that, or are you
 11:49:46 13 just saying it's all of the e-mails kind of
 11:49:49 14 together?

11:49:49 15 A. I'm saying it's a collage. I'm saying that
 11:49:51 16 Mr. Gao imparted the proprietary nature of
 11:49:54 17 the site to him and that, yeah, I think
 11:49:56 18 that's -- you have multiple instances there.
 11:50:02 19 And, again, there might be more instances
 11:50:04 20 that I can't recall off the top of my head
 11:50:06 21 right now.

11:50:06 22 Q. Okay.

11:50:06 23 A. Okay? That does not exclude what I can't
 11:50:10 24 recall.

11:50:10 25 Q. So let's go to the conversations. Do you

11:48:36 1 set of document documents is incomplete, so
 11:48:38 2 your questioning is unfair and oppressive.

11:48:40 3 A. You actually asked me to point to one
 11:48:42 4 instance, and I did do that.

11:48:43 5 Q. Okay. Can you point to any other instances?

11:48:45 6 A. I pointed to several before the e-mails
 11:48:47 7 about the verbal conversation between Mr.
 11:48:51 8 Gao --

11:48:51 9 Q. Well, we'll get to the verbal conversations.
 11:48:53 10 I'm focusing on the e-mails at the moment.

11:48:56 11 A. Well, we've actually already gone over the
 11:48:58 12 verbal conversations. That was the first
 11:49:00 13 line of questioning before the e-mail
 11:49:01 14 questioning, so...

11:49:02 15 Q. Please answer my question with respect to
 11:49:05 16 these documents.

11:49:05 17 A. So that's the -- I think that that's the
 11:49:07 18 most illustrative point, and I don't think
 11:49:10 19 that it's -- as I said before, it's the
 11:49:12 20 collage of e-mails. And I don't think that
 11:49:14 21 I -- you know, I think that's the most
 11:49:16 22 relevant point, and I think that that's the
 11:49:18 23 most worthwhile point to answer that
 11:49:20 24 question with.

11:49:22 25 Q. So you're just saying it's the entire

11:50:13 1 know if Tyler -- I mean, if, yeah, Tyler
 11:50:15 2 Winklevoss or Divya Narendra ever told Mr.
 11:50:19 3 Zuckerberg that he shouldn't share the
 11:50:20 4 information with others?

11:50:21 5 A. I'm fairly certain that Divya would have and
 11:50:25 6 did, and Tyler I'm not certain about. I
 11:50:28 7 don't know if he would have. But I don't
 11:50:31 8 think that Tyler would need to have. I
 11:50:32 9 think one person is enough.

11:50:33 10 Q. Now, you said that Mr. Gao and Mr.
 11:50:37 11 Zuckerberg had a conversation about
 11:50:39 12 confidentiality?

11:50:39 13 A. He -- no. They had -- as I said, they had a
 11:50:44 14 tutorial regarding the code, the site and
 11:50:45 15 the ideas behind the site. And Mr. Gao
 11:50:48 16 would have imparted to him the understanding
 11:50:50 17 that there was -- that this is -- this is
 11:50:54 18 proprietary information. Now, Mr. Gao and
 11:50:57 19 Mr. Zuckerberg are also classmates in CS at
 11:51:02 20 Harvard, and they understand the problem
 11:51:03 21 sets and code that you write in class is
 11:51:05 22 proprietary information, and unless you give
 11:51:07 23 written consent or sort of the ability to
 11:51:10 24 rebroadcast or republish that code, you have
 11:51:12 25 no right to do that.

11:51:13 1 So, again, we're talking about
 11:51:15 2 educating people who this is their bread and
 11:51:18 3 butter. You know, we're talking about this
 11:51:20 4 type of, you know, you're telling -- you
 11:51:24 5 know, you're preaching to the choir
 11:51:26 6 basically, is what I'm getting at.
 11:51:30 7 Q. Have you talked to Mr. Gao about this
 11:51:32 8 lawsuit since it was launched?
 11:51:34 9 A. Other than really the nature -- you know,
 11:51:38 10 the fact that we needed his help in getting
 11:51:41 11 the code off of -- you know, whatever code
 11:51:44 12 he had and whatever cooperation he needed to
 11:51:46 13 contribute to file the lawsuit in terms of
 11:51:50 14 collecting his documents or whatever it was,
 11:51:52 15 no, we have not had extensive conversations
 11:51:55 16 about the nature of the lawsuit, no.
 11:51:58 17 Q. And have you -- so your conversations with
 11:52:03 18 Mr. Gao since the launching of the lawsuit
 11:52:07 19 is really just about documents, or is it
 11:52:09 20 about any of the substantive issues?
 11:52:11 21 A. I would say that it's -- they were pragmatic
 11:52:13 22 discussions, what needed -- as I said,
 11:52:15 23 documents. If we need code for
 11:52:18 24 HarvardConnection, I asked Victor to say,
 11:52:20 25 "Could you please give us code that you

11:53:40 1 A. No. We -- there might be an e -- well, I
 11:53:46 2 don't know if there are e-mails indicating
 11:53:48 3 the work that was -- I forget if we e-mailed
 11:53:53 4 about that, but we had an oral agreement,
 11:53:57 5 and that was about it.
 11:53:58 6 Q. And what were the terms of that agreement?
 11:53:59 7 A. "Will you complete Section X of website?"
 11:54:06 8 "Yes, I will complete it."
 11:54:08 9 "How much would you like?"
 11:54:09 10 "I would like this amount."
 11:54:10 11 "Okay. Here is that amount when you
 11:54:11 12 complete it. And be fully aware that this
 11:54:15 13 code is proprietary and that everything
 11:54:17 14 involved is protected."
 11:54:19 15 Q. And you told him he shouldn't share anything
 11:54:23 16 about his work with anyone else?
 11:54:25 17 A. Sure.
 11:54:27 18 Q. Is that a yes?
 11:54:27 19 A. Yes.
 11:54:28 20 Q. Okay. When you say Section X was what he
 11:54:33 21 was doing, what is that?
 11:54:34 22 A. I don't know. You would have to ask him.
 11:54:35 23 It would have been a section of the site
 11:54:36 24 that was left incomplete. I mean, he
 11:54:40 25 could -- in some -- you know, he would tell

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1:52:22 1 have?" Victor has commented, he has made
 11:52:25 2 comments about what he thought that was done
 11:52:28 3 in the code, what he thought Mark's
 11:52:31 4 contribution was.
 11:52:37 5 Q. Now, when did Mr. Gao start working with
 11:52:42 6 you?
 11:52:44 7 A. I believe that in the -- before Mark
 11:52:47 8 Zuckerberg, in the fall of 2003.
 11:52:50 9 Q. And for how long did he work with you?
 11:52:53 10 A. He worked -- you know, as I said, it was a
 11:52:58 11 contract basis. So I believe that he
 11:53:01 12 completed whatever portions that we agreed
 11:53:04 13 that he complete, and we paid him for that.
 11:53:07 14 He may have checked up on it, looked into
 11:53:09 15 the code every once in a while, see if
 11:53:12 16 there's progress, but other than the -- what
 11:53:15 17 we defined as his contribution, I believe
 11:53:18 18 that that's what he did.
 11:53:19 19 Q. And where is Mr. Gao now?
 11:53:22 20 A. I believe he's in Virginia. He works there.
 11:53:26 21 Q. And do you know where he works?
 11:53:28 22 A. At -- no, I don't. I don't know the
 11:53:31 23 company. I don't know where he works.
 11:53:32 24 Q. Did you ever have Mr. Gao sign any sort of
 1:53:39 25 contract or agreement?

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11:54:42 1 us, I guess, what, you know, what needed to
 11:54:44 2 be completed and how long it would take and
 11:54:46 3 whatnot. I mean, you know, that's how
 11:54:50 4 computer software development works,
 11:54:51 5 people -- you ask the developer, say, "Look,
 11:54:53 6 we need help," they tell you how much time
 11:54:55 7 and work and money, and you agree to it.
 11:54:58 8 Q. And how do you know that; that's how
 11:55:00 9 software development works?
 11:55:03 10 A. Because that's what I do. We do -- have
 11:55:06 11 done contract software work.
 11:55:09 12 Q. You mean you've hired people?
 11:55:10 13 A. Well, I mean in software. You break your
 11:55:14 14 muffler and you go to Meineke and they give
 11:55:16 15 you an estimation. It's called estimation
 11:55:18 16 of, you know, what the project entails.
 11:55:20 17 Q. How much did you pay Victor Gao?
 11:55:22 18 A. I think we paid him a couple hundred
 11:55:24 19 dollars. Again, I don't know the exact
 11:55:26 20 amount. And I couldn't quote you an exact
 11:55:29 21 hourly rate.
 11:55:38 22 Q. And in fall 2003 until -- after Mark
 11:55:43 23 Zuckerberg -- well, let me put it this way.
 11:55:46 24 After June of 2003 did Victor Gao do
 11:55:49 25 anything further for you?

11:55:50 1 A. I don't -- he may have gone into the server.
 11:55:53 2 He may have looked around. He may have been
 11:55:55 3 curious. He had access to the server. And
 11:56:00 4 I'm not sure if he completed anything.
 11:56:02 5 Q. Did anyone else have access to the server?
 11:56:05 6 A. I don't believe anybody other than the
 11:56:09 7 programmers have had access to the server.
 11:56:14 8 Q. And how is "access" defined?
 11:56:17 9 A. Being the ability to log in.
 11:56:21 10 Q. And was it through a password or something?
 11:56:27 11 A. It would be password protected, yeah, it
 11:56:29 12 would have been password protected.
 11:56:30 13 Q. And where was the server located?
 11:56:33 14 A. What state or what -- on the -- where on the
 11:56:38 15 World Wide Web or...
 11:56:40 16 Q. Let's say what state?
 11:56:41 17 A. I don't actually -- I don't know what state
 11:56:44 18 it would have been in.
 11:56:45 19 Q. Was it a Harvard server?
 11:56:47 20 A. No, it was not a Harvard server.
 11:56:48 21 Q. So what company provided that?
 11:56:50 22 A. I believe it was Hurricane Electric.
 11:56:56 23 Q. Okay. Now, you had said earlier that Sanjay
 11:57:02 24 Mavinkurve created the registration. How
 11:57:04 25 did that registration work?

11:58:22 1 MR. CHATTERJEE: Let's talk about
 11:58:23 2 that after -- during a break.
 11:58:25 3 BY MR. CHATTERJEE:
 11:58:25 4 Q. So could you describe to me all of the terms
 11:58:30 5 of the agreement with Mark Zuckerberg at the
 11:58:35 6 time that you got involved with him?
 11:58:37 7 A. Okay. So I think this is sort of circling
 11:58:43 8 back to some of the stuff, so forgive me if
 11:58:46 9 I repeat myself. We invited him to become
 11:58:51 10 part of the team. It was understood that he
 11:58:53 11 was an equal partner and that he agreed, you
 11:58:57 12 know, his knowledge and agreement to
 11:59:00 13 complete, I guess, the connect portion of
 11:59:01 14 the website and reap any sort of benefits or
 11:59:07 15 remuneration that might come along from such
 11:59:09 16 a website, be it, you know, the sort of the
 11:59:13 17 reputation benefit post-Facemash, be it any
 11:59:21 18 sort of future revenue source we may have.
 11:59:25 19 So, yeah, that would be about it.
 11:59:36 20 Q. Okay. And were those all the terms?
 11:59:37 21 A. I mean, again, we went over the understood
 11:59:40 22 nature, the proprietary nature that, you
 11:59:43 23 know, the site should not be -- you know,
 11:59:47 24 it's proprietary. The -- we went over some
 11:59:51 25 of the business model as far as advertising,

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11:57:05 1 A. Well, it was incomplete registration because
 11:57:10 2 he never completed it, but the essence of it
 11:57:13 3 was taking -- a person would enter in their
 11:57:19 4 e-mail address, and then the site would
 11:57:20 5 determine if it's a Harvard e-mail address
 11:57:23 6 and either let them in or out.
 11:57:37 7 Q. How would it determine if it was a Harvard
 11:57:38 8 e-mail address?
 11:57:39 9 A. The dot-edu extension.
 11:57:42 10 Q. If you can turn to Paragraph 17 -- actually,
 11:57:56 11 yeah, if you could just read Paragraph 17.
 11:58:05 12 MR. HORNICK: That's a paragraph I
 11:58:07 13 think I said earlier that we'll be amending
 11:58:09 14 as well.
 11:58:09 15 MR. CHATTERJEE: You're going to
 11:58:10 16 amend both 16 and 17.
 11:58:11 17 MR. HORNICK: That's what I said
 11:58:12 18 earlier, yes.
 11:58:13 19 MR. HAWK: Are you doing that
 11:58:14 20 because they're incorrect?
 11:58:16 21 MR. HORNICK: No. I --
 11:58:18 22 MR. CHATTERJEE: Let's talk about
 11:58:19 23 that --
 11:58:19 24 MR. HORNICK: I'm not happy with
 11:58:21 25 them, so we may amend them.

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11:59:54 1 the huge potential with that demographic.
 11:59:59 2 We went over the marketing aspect of the
 12:00:03 3 website, taking it from one school and then
 12:00:06 4 branching it out. And we stressed a lot
 12:00:11 5 of -- you know, a lot of sort of proprietary
 12:00:14 6 business management, information and
 12:00:16 7 procedures.
 12:00:18 8 And as I said, it was a contribution
 12:00:21 9 level. Everybody was equal partner, and
 12:00:25 10 based -- assuming that they contributed.
 12:00:27 11 Q. And when did this discussion occur?
 12:00:29 12 A. Again, you're -- you know, we already went
 12:00:37 13 over this. In an e-mail dated January 8th
 12:00:42 14 your client says that -- he refers to the
 12:00:45 15 project as "we," using many operative words,
 12:00:48 16 "we." In the February 12th e-mail from your
 12:00:51 17 client, aside from proving the proprietary
 12:00:54 18 nature of our code and software and
 12:00:55 19 functionality, your client also acknowledges
 12:00:57 20 that he expected to be part of the overall
 12:01:01 21 development and control, "control" being a
 12:01:03 22 very important word there --
 12:01:06 23 Q. Well, I'm not asking what my client said.
 12:01:08 24 What I'm asking is, at the beginning of the
 12:01:10 25 relationship you've outlined a number of

12:01:12 1 terms.
 12:01:13 2 A. Okay.
 12:01:13 3 Q. Was there a discussion about that?
 12:01:14 4 A. There was an expectation from your client
 12:01:16 5 that those terms were the terms.
 12:01:18 6 Q. Okay. And why do you say that at the very
 12:01:22 7 beginning of the relationship?
 12:01:23 8 A. Well, I'll -- again, I'll refer to 4630.
 12:01:43 9 4630, C4630. Let's see, "I worked with the
 12:01:52 10 expectation" -- okay -- "with the
 12:01:56 11 expectation that I would be included in
 12:01:58 12 overall development and control of the
 12:01:59 13 project."
 12:02:03 14 So that would -- I mean, I would
 12:02:05 15 assume that he would get that expectation at
 12:02:07 16 the beginning. I don't think --
 12:02:08 17 Q. Did you have discussion about it?
 12:02:09 18 A. Certainly we had meetings. As I said, we
 12:02:12 19 talked in meetings about the timely nature
 12:02:14 20 to get this site to launch, the first issue
 12:02:18 21 with us needing to get it out and launched.
 12:02:21 22 His expectations are built on, again, for
 12:02:24 23 lack of, you know, a more concrete example
 12:02:29 24 in the -- with regard to business dealings,
 12:02:32 25 you can't hang one business relationship on

12:03:42 1 A. Victor Gao may have -- Victor Gao would have
 12:03:48 2 brought him up to speed. I'm not sure when
 12:03:51 3 that -- that may have been after I first met
 12:03:54 4 with him. We had a phone conversation
 12:03:56 5 between the first meeting. This was all in
 12:03:57 6 the time when he was getting ad boarded so
 12:04:00 7 he was -- I'm not sure exactly where it
 12:04:05 8 fell, but I know that the first meeting was
 12:04:07 9 on November 2003 right before Thanksgiving.
 12:04:14 10 Q. And so in that first meeting that you had
 12:04:18 11 with Mark Zuckerberg, how long was that
 12:04:20 12 meeting?
 12:04:20 13 A. It was perhaps 30 minutes, 30, 40 minutes.
 12:04:25 14 Q. And what was discussed in that first
 12:04:26 15 meeting?
 12:04:27 16 A. I just basically asked him if he understood
 12:04:31 17 every -- you know, if he was aware of the
 12:04:32 18 project, if he had any questions, when he
 12:04:35 19 might be able to complete some stuff. I
 12:04:39 20 believe he assured me or rather said that he
 12:04:42 21 would work on it over Thanksgiving. It was
 12:04:45 22 a fairly positive meeting and kind of left
 12:04:48 23 it at that. Basically, Mr. Zuckerberg would
 12:04:53 24 go on break and sort of do some of the
 12:04:55 25 things that we talked about and see what he

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12:02:35 1 one e-mail. You can't hang a partnership on
 12:02:38 2 one sentence. It's a collage, okay? We
 12:02:42 3 have a collage of e-mails, a collage of
 12:02:44 4 discussions, and, you know, your client
 12:02:48 5 somehow managed in that whole collage to
 12:02:50 6 decipher and pick out the most meaningful
 12:02:54 7 aspect in that he expected to be part of the
 12:02:56 8 overall development and control and part
 12:02:59 9 of -- and that he acknowledged an agreement.
 12:03:01 10 Q. Okay. So when was the first time that
 12:03:04 11 anyone from ConnectU or HarvardConnection
 12:03:07 12 communicated with Mark Zuckerberg?
 12:03:11 13 A. I believe Divya sent him an e-mail. I think
 12:03:13 14 you wrote it down on the first page -- in
 12:03:17 15 2003, November he was invited to become part
 12:03:19 16 of the HarvardConnection team.
 12:03:20 17 Q. And did they meet in person?
 12:03:22 18 A. I'm not sure if they met in person. I know
 12:03:27 19 I met Mr. Zuckerberg in person I believe
 12:03:31 20 right before Thanksgiving 2003.
 12:03:33 21 Q. And do you know if there were any in-person
 12:03:37 22 meetings by anyone with HarvardConnection
 12:03:39 23 before that?
 12:03:39 24 A. With Mr. Zuckerberg?
 2:03:42 25 Q. Yeah.

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12:04:58 1 produced on Monday.
 12:04:59 2 Q. And what was -- what was he supposed to do
 12:05:03 3 over the break?
 12:05:04 4 A. Well, I think it was -- well, it wasn't
 12:05:08 5 necessarily to be finished over the break,
 12:05:09 6 but the idea was that he would -- you know,
 12:05:11 7 we met and he would go work, and break would
 12:05:14 8 certainly be an opportune time to work on a
 12:05:17 9 project outside of school. And, you know,
 12:05:20 10 it certainly would have started with what he
 12:05:23 11 agreed to in his -- you know, which would
 12:05:25 12 have been the connect side.
 12:05:25 13 Q. And was there anything more specific about
 12:05:27 14 what the connect side would include?
 12:05:29 15 A. You know, the connect side I think we
 12:05:34 16 detailed, you know, what that sort of -- he
 12:05:38 17 was fully aware that -- what that side, you
 12:05:41 18 know, entailed, what the completion of the
 12:05:44 19 connect side entailed.
 12:05:45 20 Q. And how was he fully aware of that?
 12:05:47 21 A. Well, it sort of -- as aware as when you
 12:05:52 22 give an architect a blueprint and they're
 12:05:55 23 aware of what it takes to build a house, you
 12:05:57 24 give a programmer a slab of code and you
 12:05:59 25 give them another programmer to give them a

12:06:02 1 tutorial and bring them up to speed about
 12:06:05 2 the code, that programmer should be aware
 12:06:08 3 and would be aware at his level of what is
 12:06:10 4 required when he agreed to complete it.
 12:06:13 5 Q. Well, so he gets some code from Victor Gao,
 12:06:18 6 and then what was he supposed to do --
 12:06:20 7 A. The connect side, as I said.
 12:06:23 8 Q. The connect side.
 12:06:24 9 And basically was that supposed to be
 12:06:25 10 roughly the same as the date side or...
 12:06:29 11 A. I think that, as I said, you know, from a
 12:06:31 12 conceptual level the functionality of
 12:06:32 13 creating links is similar, and I think that
 12:06:35 14 there was perhaps some overlap. I don't
 12:06:37 15 know exact -- I can't -- again, it's
 12:06:40 16 speculation, I'm not a computer programmer.
 12:06:43 17 I don't know what it takes to complete the
 12:06:44 18 connect side. He does, he did, and he
 12:06:46 19 agreed to do it.
 12:06:54 20 Q. Anything else discussed in that first
 12:06:56 21 meeting?
 12:06:56 22 A. I think that -- I think that that was about
 12:07:01 23 it.
 12:07:02 24 Q. Okay. When was the tutorial from Victor
 12:07:05 25 Gao?

12:08:02 1 about out of time on the tape. Why don't we
 12:08:04 2 take a lunch break --
 12:08:05 3 MR. HORNICK: Fine.
 12:08:06 4 MR. CHATTERJEE: -- and then get
 12:08:07 5 together afterwards.
 12:08:10 6 THE VIDEOGRAPHER: The time is
 12:08:11 7 12:08. This is the end of Tape No. 2, and
 12:08:17 8 we are off the record.
 12:08:25 9 (Lunch recess taken.)
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12:07:05 1 A. Again, I don't -- I believe it was before
 12:07:06 2 the meeting. And as I said before, during
 12:07:09 3 that tutorial Victor imparted upon him the
 12:07:13 4 proprietary nature of the project and the
 12:07:16 5 concept and everything else proprietary in
 12:07:19 6 that tutorial. I believe it was before the
 12:07:22 7 meeting in 2003.
 12:07:23 8 Q. You've used the word "proprietary." What do
 12:07:26 9 you mean when you've used that word?
 12:07:27 10 A. Well, again, I'm not a lawyer as my counsel
 12:07:32 11 said, and I don't -- you know, it's not up
 12:07:33 12 to me to decide necessarily what is
 12:07:35 13 proprietary.
 12:07:35 14 Q. Well, I'm just wondering how you're using
 12:07:37 15 that word.
 12:07:38 16 A. Well, what we described -- I mean, I've
 12:07:39 17 pointed out functionality that I believe
 12:07:41 18 fits under that umbrella. And I believe
 12:07:45 19 proprietary to some -- you know, involves
 12:07:47 20 anything that's not in the public domain
 12:07:49 21 that should be kept secret and were to be
 12:07:54 22 put in the public domain or broadcast would
 12:07:57 23 be detrimental to the company or the
 12:07:58 24 individual.
 12:08:01 25 MR. CHATTERJEE: Okay. We're just

12:55:10 1 AFTERNOON SESSION
 12:55:12 2 THE VIDEOGRAPHER: The time is
 12:55:37 3 12:55. This is the beginning of Tape 3 and
 12:55:39 4 we are back on the record.
 12:55:40 5 (CAMERON H. WINKLEVOSS, Resumed.)
 12:55:40 6 DIRECT EXAMINATION, Continued
 12:55:40 7
 12:55:40 8 BY MR. CHATTERJEE:
 12:55:40 9 Q. Okay. We are back on the record, Mr.
 12:55:45 10 Zuckerberg. And you understand you're --
 12:55:47 11 MR. HORNICK: Wait a minute. He's
 12:55:49 12 not Mr. Zuckerberg.
 12:55:50 13 Q. Not Mr. Zuckerberg, Mr. Winklevoss, you
 12:55:53 14 understand you're still under oath?
 12:55:54 15 A. Yes.
 12:55:55 16 Q. Before Mr. Zuckerberg started working on the
 12:55:58 17 HarvardConnection website, who discussed the
 12:56:01 18 terms of the agreement with him?
 12:56:05 19 MR. HORNICK: Object to the form of
 12:56:06 20 the question, but you can answer it.
 12:56:07 21 A. The forms of the partnership agreement? Is
 12:56:11 22 that what you're referring to?
 12:56:13 23 Q. Well, just the agreement with him.
 12:56:16 24 A. So who discussed the agreement with him
 12:56:16 25

12:56:18 1 prior to him working on it or --
 12:56:20 2 Q. Yes.
 12:56:21 3 A. Okay. I believe that both Divya and Victor
 12:56:27 4 would have spoken to him.
 12:56:33 5 Q. Did you?
 12:56:33 6 A. I don't recall if I spoke prior to his
 12:56:40 7 working on it about the terms of the
 12:56:44 8 agreements with respect to like -- yeah.
 12:56:49 9 Q. Okay. What did Mr. Narendra tell Mr.
 12:56:51 10 Zuckerberg about the terms of the agreement?
 12:56:53 11 A. Well, I think he invited him to become part
 12:56:57 12 of the team, and then I think that the
 12:56:59 13 agreement sort of -- the terms, you know, as
 12:57:06 14 we met and conferred and -- because I mean,
 12:57:09 15 again, you can't -- at the onset, you know,
 12:57:13 16 you approach -- we approached him and
 12:57:15 17 invited him, but he had to look at the
 12:57:17 18 software and determine whether he could do
 12:57:18 19 it or not before anything was sort of
 12:57:22 20 established.
 12:57:23 21 Q. Right. So before we started working on the
 12:57:25 22 code, Mr. Narendra and Mr. Gao met with him
 12:57:29 23 and discussed the terms of the agreement?
 12:57:31 24 A. I believe that -- yeah, I believe that --
 12:57:34 25 well, I think the first step was that Divya

12:58:41 1 point, you know. And then at that point
 12:58:42 2 he -- it was outlined exactly sort of what
 12:58:47 3 his contribution would relatively be. Our
 12:58:50 4 contribution was the promotional aspect of
 12:58:52 5 it and the strategic aspect of it. And so
 12:58:54 6 his -- you know, up to that point was more
 12:58:57 7 of a definition of what his contribution
 12:59:00 8 would be.
 12:59:00 9 Q. Right.
 12:59:00 10 A. If that makes sense.
 12:59:02 11 Q. And so did you explain to him what you and
 12:59:04 12 Mr. Narendra and your brother were going to
 12:59:06 13 be doing?
 12:59:07 14 A. Yes. We explained that we were the
 12:59:09 15 promotional aspect. And one, you know, and
 12:59:12 16 one example of promotion that we would have
 12:59:15 17 done was throw a party for the Harvard
 12:59:17 18 student body in which we would launch the
 12:59:19 19 site. And that was sort of a -- one of the
 12:59:22 20 larger promotional aspects that we thought
 12:59:25 21 that -- that we would be in charge of.
 12:59:28 22 So to just sort of recap, building up
 12:59:30 23 from the initial invitation to the team up
 12:59:33 24 to the point of the second meeting we were
 12:59:36 25 sort of defining -- determining whether he

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2:57:36 1 invited him to become onto it (sic) and then
 12:57:41 2 he said -- you know, expressed his interest,
 12:57:43 3 and then Victor explained to him sort of
 12:57:46 4 what was going on with the code. And then
 12:57:48 5 he basically agreed to complete it, and
 12:57:51 6 during our meeting, I believe it was our
 12:57:54 7 second meeting, we basically outlined, among
 12:58:00 8 other things, a couple of the possible
 12:58:02 9 benefits that he could achieve from being
 12:58:03 10 part of the team.
 12:58:05 11 Q. Okay. That second meeting, were you at that
 12:58:07 12 second meeting?
 12:58:07 13 A. Yes.
 12:58:08 14 Q. Okay. And so in that second meeting were
 12:58:10 15 the terms of the agreement with Mr.
 12:58:12 16 Zuckerberg discussed?
 12:58:13 17 A. The terms being -- let me just think for a
 12:58:18 18 second. In the second meeting we talked
 12:58:21 19 about -- well, I think the terms were sort
 12:58:24 20 of set up en route to that meeting,
 12:58:29 21 effectively. We were inviting him onto the
 12:58:31 22 team, asking him if he could create part of
 12:58:33 23 the code, him agreeing to create the code,
 12:58:36 24 agreeing to be a contributor. It was all
 2:58:39 25 sort of a -- it was established up to that

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12:59:38 1 was interested. He was. Determining what
 12:59:41 2 needed to be done, if he could do it. He
 12:59:44 3 took a look and did that, and then at that
 12:59:46 4 meeting we effectively outlined our
 12:59:48 5 respective contributions to the project.
 12:59:50 6 Q. And so you're -- so when you say what he was
 12:59:54 7 supposed to do, what was that?
 12:59:56 8 A. As I said, it was the -- he agreed to
 12:59:59 9 complete the connect side of the site.
 01:00:01 10 Q. Okay.
 01:00:01 11 A. And maybe perhaps any other loose ends that
 01:00:04 12 he saw that might have...
 01:00:06 13 Q. Was there any discussion before Mr.
 01:00:08 14 Zuckerberg started work about what he would
 01:00:11 15 get out of it?
 01:00:12 16 MR. HORNICK: I'll just object that
 01:00:14 17 it assumes facts not in evidence that he
 01:00:16 18 actually did any of the work, but other than
 01:00:18 19 that, you can answer the question.
 01:00:19 20 A. So -- sorry. Could you repeat the question?
 01:00:27 21 MR. CHATTERJEE: If the court
 01:00:28 22 reporter will read it back, please.
 01:00:30 23 (Record read.)
 01:00:38 24 A. Before he started work. Let me think for a
 01:00:49 25 second. Well, I think it was -- there was a

01:00:55 1 discussion in the sense that he was invited
 01:01:00 2 on the team. So in that respect he was a
 01:01:02 3 contributor, an equal contributor and not a
 01:01:04 4 contractor. And so prior to his work, you
 01:01:09 5 know, he was aware that he was part of what
 01:01:11 6 we call the HarvardConnection team and what
 01:01:14 7 Victor clearly instructed him as that entity
 01:01:18 8 would have been. That role was later sort
 01:01:21 9 of defined a little bit more and a little
 01:01:23 10 bit more refined at the second meeting.
 01:01:26 11 Q. Okay. And in that second meeting he hadn't
 01:01:30 12 been charged with doing anything yet?
 01:01:32 13 A. What do you -- no, I mean, in fact -- I
 01:01:36 14 mean, well, what do you mean by "charged,"
 01:01:38 15 like? He actually did no work over
 01:01:42 16 Thanksgiving because he didn't have his
 01:01:44 17 laptop.
 01:01:44 18 Q. Okay. Oh, so the second meeting was after
 01:01:47 19 Thanksgiving?
 01:01:48 20 A. The second meeting was after Thanksgiving.
 01:01:50 21 Q. Okay.
 01:01:50 22 A. And I mean, again, like we have -- as my
 01:01:53 23 counsel said, we haven't seen any work, so
 01:01:55 24 for me to assume that -- you know, I can't
 01:02:01 25 say where that work is or, you know, I

01:03:05 1 second meeting.
 01:03:06 2 Q. Okay. So from that second meeting
 01:03:09 3 previously did you ever -- did anyone at
 01:03:12 4 ConnectU or HarvardConnection ever discuss
 01:03:14 5 with Mr. Zuckerberg what he would get out of
 01:03:17 6 it, out of doing this work?
 01:03:18 7 A. Well, so, as I said, his remuneration, you
 01:03:26 8 know, we took him on as a member of the
 01:03:28 9 team --
 01:03:29 10 Q. But my question's very, very specific.
 01:03:32 11 A. Okay.
 01:03:32 12 Q. What was discussed? Like what was he told
 01:03:35 13 he would get out of it?
 01:03:36 14 A. Well, we told him for starters since we
 01:03:38 15 didn't have a revenue source at that point,
 01:03:40 16 we told him that the first thing that we
 01:03:42 17 would look to do would, you know, have a big
 01:03:47 18 article in The Crimson basically saying look
 01:03:52 19 what Mark's done. You know, he had the
 01:03:56 20 Facemash issue, but he has used his skills
 01:03:59 21 to pull out this great community aid
 01:04:02 22 product. And he was -- that was really the
 01:04:03 23 first instance of remuneration that we
 01:04:06 24 talked about, is that he would -- it would
 01:04:08 25 be great for his reputation.

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01:02:05 1 know -- I'm certain that he did not work
 01:02:07 2 over Thanksgiving.
 01:02:08 3 Q. Okay. And he told you that?
 01:02:10 4 A. He told me that he left his laptop power
 01:02:16 5 charger.
 01:02:16 6 Q. Did you express any dissatisfaction with
 01:02:18 7 that?
 01:02:19 8 A. I was a little bit -- I guess you could say
 01:02:25 9 a little mystified. You know, I mean, but
 01:02:28 10 kids -- college kids are college kids. And
 01:02:31 11 he said he -- would I have any reason not to
 01:02:35 12 take him at his word?
 01:02:37 13 Q. Well, no, but I mean, did you tell him, you
 01:02:38 14 know, "I'm disappointed about that" or
 01:02:40 15 anything like that?
 01:02:40 16 A. Well, no. I mean, I think we basically
 01:02:44 17 accepted -- I accepted it. You know, at
 01:02:48 18 that point it's pretty early on.
 01:02:50 19 Q. So before you had -- so before that second
 01:02:55 20 meeting at any point --
 01:02:57 21 A. I don't believe any work was done up to that
 01:02:59 22 point.
 01:02:59 23 Q. Okay. So --
 01:03:00 24 A. To my knowledge, and to what I've seen, I
 01:03:03 25 don't believe any work was done up to that

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01:04:10 1 Q. And any other specific terms about what he
 01:04:12 2 would get out of it prior to that November
 01:04:15 3 meeting, second meeting?
 01:04:17 4 A. I think Divya might have stressed how it
 01:04:21 5 would be a good notch on his belt in terms
 01:04:23 6 of a resume and any kind of -- you know, as
 01:04:26 7 a computer programmer, you have a portfolio,
 01:04:29 8 just like any sort of activity, and
 01:04:32 9 completion of this type of project would
 01:04:34 10 certainly help him later down the road.
 01:04:37 11 That was discussed. And I think -- and I
 01:04:42 12 think it was understood that this had
 01:04:44 13 potential as an advertising platform and
 01:04:49 14 that, you know, any money that would come
 01:04:52 15 our way would certainly go to everybody.
 01:04:55 16 Q. And so somebody at ConnectU or
 01:04:57 17 HarvardConnection told Mr. Zuckerberg that
 01:04:59 18 before that second meeting?
 01:05:02 19 MR. HORNICK: Object to the form of
 01:05:03 20 the question, but you can answer it.
 01:05:05 21 A. Prior -- okay. So the second meeting, as I
 01:05:10 22 said, that's what we're talking about,
 01:05:11 23 right?
 01:05:12 24 Q. Before that second meeting, before Mr.
 01:05:14 25 Zuckerberg had -- when everyone's in